

# LEGAL INFORMATION REGARDING OSHO COPYRIGHT CLAIM

All information provided by  
**OFI Osho Friends International Holland**  
legal adviser: **Ma Deva Sangeet**

for more details visit  
[www.oshofriendsinternational.com](http://www.oshofriendsinternational.com)

## **What Are the Documents OIF Is Relying On to Claim Copyright Ownership ?**

**In claiming to own Osho's copyrights in His work, OIF is relying on several documents that are listed below. Go to these articles for details of the documents and their legal effects.**

**Document 1:** An agreement dated 1978 and allegedly between Osho and Rajneesh Foundation (RF) in India.

**Document 2:** An agreement dated 1981 allegedly between Osho and Chidvilas Rajneesh Meditation Center in New Jersey. This entity later operated as Rajneesh Foundation International (RFI) on the Rajneeshpuram in Oregon.

**Document 3:** An agreement dated 1981 allegedly between Rajneesh Foundation in India and Chidvilas Rajneesh Meditation Center [RFI] in the USA.

**Document 4:** An agreement dated 1985 allegedly between RFI and Rajneesh Foundation Europe (RFE) in Switzerland, which later became Osho International Foundation (OIF).

**Document 5:** An agreement dated 1986 allegedly between RFI and RFE [OIF].

## Document 1

**was allegedly signed by Osho in India in 1978. No original of this document is known to exist and no living person can authenticate a copy, as both Osho and Laxmi have left the body. Unless it can be authenticated, this document can't be used in court to support any claim to copyright ownership. This document is on file with the US Library of Congress and is a public record.**

The 1978 document purports **to be a conditional license for exclusive publishing rights in possibly 8 of Osho's early works.** The document was filed with the US Library of Congress with a list of eight titles. The list of titles appears on RFI stationary, therefore the list was created later and was clearly not part of the purported agreement in 1978. It was filed with an affidavit signed by Ma Anand Sheela and dated May 26, 1985. Sheela claimed to be acting under a power of attorney from Osho (which she probably had at that time) and swore that this list was an exact copy of the list Osho provided to RF in 1978.

Document 1 required Osho to give RF a list of titles He was including in the license. Paragraphs 4 and 8 of Document 1 say:

4. The Declarant has given to the Trust a List of the books, articles and writings so far written by the Declarant and shall as and when any further books and articles are written, or any speeches are delivered, he shall furnish copies thereof to the Trust to enable them to publish the same as aforesaid.

**8. The Declarant hereby reserves the right to decline to give right for publication of any future book or writing hereafter written by him.**

The only evidence of the list Osho might have produced under Document 1 is the list produced by Sheela in 1985. We don't have any records of later works, if any, Osho chose to include in the license to RF.

**Paragraph 8 makes it clear that Osho did not transfer rights in His future works to RF in 1978, since this purported agreement specifically reserves the right for Osho to include each future work by passing the title to RF or exclude it from the license.**

## What are the 8 Titles?

**Since the list contained only 8 titles, this was an admission by RFI that Osho had not included most of the material He had already spoken in the alleged license to RF. By 1978 Osho had delivered more than 49 discourse series in English** and many others in Hindi, as well as material for several books of talks to individuals in evening sessions. **If Osho was licensing only 8 discourse series to RF in 1978, that document clearly did not cover most of His work up to that date. This is yet another proof that Osho did not transfer ownership of all His copyrights to RF.** The discourse series Osho delivered before the date of the 1978 document that do not appear on Sheela's list could never be covered by any chain of title that relies on the 1978 document.

**See below 49 titles before the alleged 1978 document was signed with only 8 titles and conditional license**

### **All Osho Discourse Series Titles before 1978**

1. Early Dialogues (pre-1971)
2. I Am the Gate (1971)
3. The Psychology of the Esoteric (1972)
4. That Thou Art (1972)
5. The Ultimate Alchemy (vols. 1–2) (1972)
6. Vigyan Bhairav Tantra (vols. 1–2) (1973)
7. The New Alchemy: To Turn You On (1973)
8. The Supreme Doctrine (1973)
9. Yoga: The Alpha and the Omega (vols. 1–10) (1973–76)
10. Vedanta: Seven Steps to Samadhi (1974)
11. My Way: The Way of the White Clouds (1974)
12. A Bird on the Wing (1974)
13. The Empty Boat (1974)
14. No Water No Moon (1974)
15. Seeds of Revolution: My Most Loved Gospel on Jesus (1974)
16. When the Shoe Fits (1974)
17. And the Flowers Showered (1974)

18. Returning to the Source (1974)
19. The Hidden Harmony (1974)
20. Tantra: The Supreme Understanding (1975)
21. The Grass Grows by Itself (1975)
22. Until You Die (1975)
23. Just Like That (1975)
24. Tao: The Three Treasures (vols. 1–4) (1975)
25. The True Sage (1975)
26. Come Follow Yourself (vols. 1–4) (1975)
27. Nirvana the Last Nightmare (1976)
28. Ancient Music in the Pines (1976)
29. The Search (1976)
30. Dang Dang Doko Dang (1976)
31. A Sudden Clash of Thunder (1976)
32. The Discipline of Transcendence (vols. 1–4) (1976)
33. The Art of Dying (1976)
34. Ecstasy – The Forgotten Language (1976)
35. The Path of Love (1976)
36. The Divine Melody (1977)
37. Tao: The Pathless Path (vols. 1–2) (1977)
38. The First Principle (1977)
39. The Tantra Vision (vols. 1–2) (1977)
40. Zen: The Path of Paradox (vols. 1–3) (1977)
41. Sufis: the People of the Path (vols. 1–2) (1977)
42. The Heart Sutra (1977)
43. I Say Unto You (vols. 1–2) (1977)
44. This Very Body the Buddha (1977)
45. The Diamond Sutra (1977)
46. Walk Without Feet Fly Without Wings and Think Without Mind (1/1–1/10, 1978)
47. The Revolution (2/11–2/20, 1978)
48. The Wisdom of the Sands (vols. 1–2) (2/21–3/10, 1978)
49. Take It Easy (vols. 1–2) (4/11–5/10, 1978)

## The 8 titles that Sheela listed:

The Mustard Seed

I Am The Gate

202

The Inward Revolution

The Silent Explosion

Dynamics of Meditation

No Water, No Moon

Seeds of Revolutionary Thought

The titles 202, The Inward Revolution, The Silent Explosion, and Dynamics of Meditation, don't appear on English discourse lists. They are likely compilations of early talks. Only four of the titles listed were English discourse series.

**Because OIF, Zurich got all the rights it has from RFI, USA it is bound by RFI's admission that the 1978 document covered only eight titles.**

The list of titles is accompanied in the US Library of Congress filing by an affidavit from Sheela dated 1985, yet RFI failed to list any other titles that Osho had added to the license between 1978 and 1985.

## What Rights?

The 1978 document grants only publishing rights. Part of the introduction to the grant of rights says:

The said Books, Discourses, Lectures, Pamphlets, Papers and Tape Records are, in the premises, the property of the said Trust;

The Trustees of the said Trust have requested the Declarant to make this Declaration so as to enable the Trust to establish its title in the said Books, Lectures, Pamphlets, Papers and Tape Records.

In other words, though RF may have owned the physical books and tape recordings, **it didn't own the intellectual property rights acquired by Osho through creating the work.** The foundation was asking Osho to make clear what rights RF has in those intellectual property rights. In response, Osho (allegedly) says:

I say the exclusive printing and publishing rights in the said Books, Articles, Speeches, Writings and other Works heretofore written or delivered as the case may be by the Declarant and the Books, Articles, Speeches, Writings and other Works to be hereafter written or delivered by the Declarant (hereinafter referred to as "the said Works"), have or shall be the property of the said Trust. The Trust has agreed to the conditions hereinafter appearing as regards the said Works. (Emphasis added.)

The important legal question—assuming this document could ever be legally authenticated—is **whether this language transfers Osho's copyright ownership in the works to RF, India. The answer is a decided no, and that's because of the last sentence (in italics here), in addition to other parts of the document. The first sentence is a little bit ambiguous; is Osho granting just printing and publishing rights or something more?** The question is answered in the last sentence. When copyrights are transferred there can be no conditions to the transfer. When material is licensed, such as for printing and publishing, the copyright owner can impose conditions. If there are conditions, as there clearly are here, there can be no transfer of copyright ownership.

Copyrights are really a bundle of rights that include things like the right to publish, the right to quote, the right to use in compilations, the right to revise, the right to market. A copyright holder can transfer a part of those right to others, in fact, most authors do.

A copyright includes the right to print and publish a work. Any writer who is published by a publishing company transfers those rights to the publisher, usually for a specified geographical area for a limited time. For example, I might transfer publishing rights in a book in the US, Canada, and Great Britain to Random House for a period of five years. That's standard procedure in the publishing business. Random House won't publish my book unless I give them those rights.

When I sign a publishing agreement, legally I'm giving the publisher a license to publish my work subject to conditions or limitations. In this example the limitations are the geographical areas and the time period. The important thing about a license is that I still own all the rights, even the rights I'm licensing. I get them back after the license has run its course or if the conditions of the license are violated.

A transfer of copyright ownership, on the other hand, is a complete transfer of all copyright interests in the material and can't be taken back. If I transfer legal ownership of something to another person, I lose all control over that property. For example, if I sell you my car I can't tell you who can drive it and what kind of insurance you have to maintain, how often you have to change the oil, and so on. The car isn't mine anymore and I have no further legal right to impose any controls on how you use it. On the other hand, if I lease or rent my car to you, I retain ownership rights in the car. I transfer rights to use the car to you, so you have some temporary rights in the car, but I retain ownership and the right to impose control. Now I can tell you how to use, maintain, and insure the car. The car is mine, and if you don't comply with my conditions, I can take the car back from you.

The same is true of copyrights. If I grant a license to publish I am, in a sense, leasing my copyrights to the publisher, and I will get those rights back eventually. If an agreement related to copyrights sets conditions and limitation, then, it is clear that the document is not transferring ownership. **For that reason, the 1978 document can only be a license.**

This conclusion is further confirmed by paragraph 8 (reserving all future rights), quoted above, and paragraph 12:

Should the Trust at any time wilfully fail to fulfill or to comply with any of the conditions herein contained, the Licence to publish the said Works shall thereupon determine [end] and the Declarant shall be free to grant Licence to any other person to print and publish the same.

**This makes it absolutely clear that Osho, if He signed this document, was not transferring His full copyrights to RF, but giving RF a license specifically conditioned on fulfilling certain requirements that are set out in the agreement.** These requirements include usual things like payment of publishing costs, notice requirement, and presentation copies, but they also include a very specific condition about translations and abridgments (i.e. compilations). Paragraph 5 says:

The Trust shall have the sole and exclusive right of publishing, republishing and producing in any part of the world the said Works and all translations, abridgments and licenses for the said purposes **PROVIDED HOWEVER no translation or abridgment shall be made except with the written consent of the Declarant** and on the terms imposed by him and all such grants shall be subject to this Declaration...

**As we saw above, paragraph 12 of this document says that the publishing license shall end if these conditions are not met.** OIF has purported to approve the publication of many compilations. So, if OIF ever had any publishing rights under this document, OIF has violated this provision many times and those rights, if any, would most likely have ended.



An agreement dated 1978 and allegedly between Osho and Rajneesh Foundation (RF) in India

Copyright  
Office  
of the  
United  
States

THE  
LIBRARY  
OF  
CONGRESS

## Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

DATE OF RECORDATION

5 JUN 85

VOLUME

PAGE

2095

166

VOLUME

PAGE

2095

172



OFFICIAL SEAL

*Donald C. Curran*

Acting  
Register of  
Copyrights and  
Assistant  
Librarian for  
Copyright  
Services

Certificate of Recordation  
C 762 November 1984 15/00



Ma Anand Sheela

M.M., D.Phil.M., D.L.H.M., D.M.U., Acharya

CERTIFICATION

I, Ma Anand Sheela, acting under power of attorney from Bhagwan Shree Rajneesh, certify that I have compared the attached document signed by Bhagwan Shree Rajneesh and dated July 28, 1978, to the original, and have found it to be a true and exact copy.

I also certify that the list of the titles attached to this document are among the writings referred to therein.

Dated this 26<sup>th</sup> day of May, 1985

MA ANAND SHEELA

Sworn to and subscribed before me this 26<sup>th</sup> day of May, 1985.

John James Hoke  
NOTARY PUBLIC

My Commission Expires: 6/28/87

16415 Grove, Rajneeshpuram, Oregon 97741 USA • (503) 480-1343



506-116 FEB 1978  
 Date  
 R. B. DEWAR & CO.  
 Sole Agents & Foreign Branches

Postage  
 Government of India

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, BHAGWAN SHREE RAJNEESH, Indian inhabitant (hereinafter referred to as "the Declarant") SEND GREETINGS:

WHEREAS:

- i) By an Indenture of Trust dated the 11th day of June 1969, a charitable Trust was formed known as "Jeevan Jagruti Kendra" (which name was changed to "Rajneesh Foundation" by court order dated 23 October 1975) for the charitable objects therein mentioned (hereinafter referred to as "the said Trust");
- ii) The said Indenture of Trust dated the 11th

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day of June 1969, inter alia provided that Acharya Shree Rajneesh (the Declarant above-named) shall be the Advisor of the said Trust for his life;

- iii) Under the auspices of the said Trust, the Declarant has composed and delivered discourses, lectures, and has also written and published books, pamphlets, papers on various philosophical, metaphysical and cultural matters touching human problems or relations which are published in English and/or Hindi language and some of which are also translated and published in Gujarati or Marathi languages and which have also been recorded with the aid of Tape Recorders or other recording devices;
- iv) The said Books, Discourse, Lectures, Pamphlets, Papers and Tape Records are, in the premises, the property of the said Trust;
- v) The Trustees of the said Trust have requested the Declarant to make this Declaration so as to enable the Trust to establish its title in the said Books, Lectures, Pamphlets, Papers and Tape Records.

NOW I the said BHAGWAN SHREE RAJNEESH HEREBY  
DECLARE AND STATE as follows:-

1. I say the exclusive printing and publishing rights in the said Books, Articles, Speeches, Writings and other Works heretofore written or delivered as the case may be by the

...3

- 3 -

Declarant and the Books, Articles, Speeches, Writings and other Works to be hereafter written or delivered by the Declarant (hereinafter referred to as "the said Works"), have or shall be the property of the said Trust. The Trust has agreed to the conditions hereinafter appearing as regards the said Works.

2. The Trust shall give all such information and particulars as the Declarant may require from time to time in respect of the publication of the said Works. The publishers shall publish the said Works at their own cost.

3. The Declarant shall deliver to the Trust the completed typescript of the Works and the Trust shall print, produce, publish and sell the works at its own cost and expenses in such manner and style and at such prices as the Trust may at its discretion deem fit.

4. The Declarant has given to the Trust a List of the books, articles and writings so far written by the Declarant and shall as and when any further books and articles are written, or any speeches are delivered, he shall furnish copies thereof to the Trust to enable them to publish the same as aforesaid.

5. The Trust shall have the sole and exclusive right of publishing, republishing and producing in any part of the world the said Works and all translations, abridgements and selections in any of the languages whatsoever and/or grant licences for the said purposes PROVIDED HOWEVER no translation or abridgement shall be made except with the written consent of the Declarant and on the terms imposed by him and all such grants shall be subject to this Declaration. The Declarant shall not publish or cause to be published in any part of the world any copy of the Works or any translation, abridgement or selection thereof. The entire control and right of publication, production, publicity and sales shall remain

- 4 -

with the Publishers who will be entitled to all emoluments and profits thereof.

6. The Trust shall, at its own risk and expenses, and at the convenience, produce and publish the said Works and push the sale of the same. The production, publication, publicity and sale of the said Works shall be controlled entirely by the Trust and it shall have full right and authority to republish and produce all such Works either by itself or through its agents in any part of the world.

7. The Trust has agreed to deliver to the Declarant free of charge 3 presentation copies of the Works when ready.

8. The Declarant hereby reserves the right to decline to give right for publication of any future book or writing hereafter written by him.

9. The Trust shall not publish or authorise anybody to publish any abridgement of any of the Works of the Declarant except with the consent in writing of the Declarant.

10. The Trust has undertaken to see that the proofs of the said Works are properly corrected and revised.

11. The Trust has agreed that the name of the Declarant as the Author shall appear in its customary form in due prominence on the title page and on the binding of every copy produced, and on all advertisements of the Books issued by the Trust or their Agents or Licensees.

12. Should the Trust at any time wilfully fail to fulfill or to comply with any of the conditions herein contained, the Licence to publish the said Works shall

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- 5 -

thereupon determine and the Declarant shall be free to grant Licence to any other person to print and publish the same.

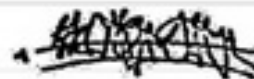
13. The Declarant hereby authorises Rajneesh Foundation to use his portraits, photographs, sketches, statues and other visual images, as well as his name; and he consents to such use by the Foundation on any article, such as books, publications, tapes and any other object or product related to his person.

Solemnly Declared by the )

within named Author )

BHAGWAN SHREE RAJNEESH )

this 28th day of July 1978. )





List of titles referred to in the attached document

The Mustard Seed

I Am The Gate

202

The Inward Revolution

The Silent Explosion

Dynamics of Meditation

No Water, No Moon

Seeds of Revolutionary Thought



## Document 2

The second document OIF relies upon is very similar to the first, except in it Osho purports to assign the exact same rights to RFI (then Chidvilas Rajneesh Meditation Center) in the US as He already assigned to RF in India. This second document was allegedly signed in India on April 1, 1981. It has been filed with the US Library of Congress and is a public record. We don't know if an original of this document exists, but if an alleged original is ever produced it should be carefully and professionally checked for authenticity to make sure the signature is really Osho's.

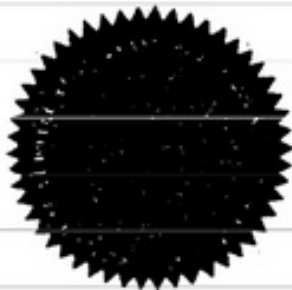
**If this document is authentic, it provides more proof that neither this document nor the first are copyright assignments. If the alleged 1978 document was an assignment of all Osho's present and future copyrights, as OIF now claims, then Osho would have nothing to assign to RFI in 1981.** If Osho signed this document in 1981, signing it indicated that He believed He still owned copyrights to license. It also indicated that He had ended the publishing license with RF sometime between 1978 and 1981, so that He was now free to license to another foundation.

No list of titles from Osho accompanied this document when it was filed with the US Library of Congress, so we have no way of knowing what, if any, titles were supposedly included in this new license to RFI. Because RFI filed this document with the US Library of Congress as an alleged attachment to Document 3 , and because Document 3 claimed to transfer only rights gained under Document 1 (at most eight titles), this is most likely an admission by RFI that Document 2 transferred publishing rights in only eight titles. This would mean that even if both Documents 1 & 2 were found to be authentic, they could concern, at most, the eight titles listed by Sheela for Document 1.

An agreement dated 1981 allegedly between Osho and Chidvilas Rajneesh Meditation Center in New Jersey. This entity later operated as Rajneesh Foundation International (RFI) on the Ranch in Oregon.

(C1)

LIBRARY OF CONGRESS  
Copyright Office  
of the United States  
WASHINGTON, D.C.



THIS IS TO CERTIFY THAT THE ATTACHED  
IS A TRUE COPY OF THE INSTRUMENT RE-  
CORDED IN THE COPYRIGHT OFFICE REC-  
ORDS IN VOLUME 1939

PAGE(S) 473-479

ON October 26, 1982

IN TESTIMONY WHEREOF,  
THE SEAL OF THIS OFFICE IS  
AFFIXED HERETO ON

November 17, 1982

*Wm. L. Ladd*  
REGISTER OF COPYRIGHTS

Osho Friends Int'l v. Osho Int'l Foundation  
Opposition No. 121,040 et al.  
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1

C-657 October 1980-2503



Register of Copyrights  
and  
Assistant Librarian  
for  
Copyright Services

Date of Recordation  
26Oct82  
Volume  
1939  
Pages  
473-479  
Certification A May 1981 - 30,000

CERTIFICATION

I, Asha Freytag, formerly known as Asha Sipus, am Vice-President and a duly authorized representative of Rajneesh Foundation International, formerly known as Chidvilas Rajneesh Meditation Center.

I certify that I have compared the copy of the General Assignment of Copyright between Rajneesh Foundation and Chidvilas Rajneesh Meditation Center dated April 1, 1981, which has been filed with the Copyright Office, to the original and have found it to be a true and exact copy.

Dated this 21<sup>st</sup> day of October, 1982.

Asha Freytag  
Asha Freytag  
Vice-President  
Rajneesh Foundation International

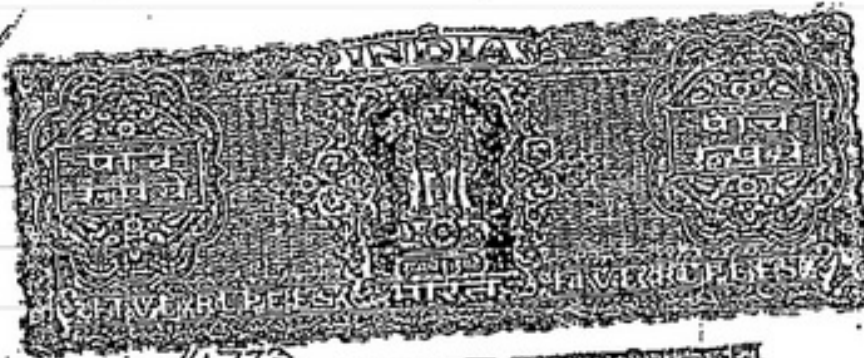
STATE OF OREGON)  
                          ) ss.  
County of Wasco)

Subscribed and sworn to before me on this 21<sup>st</sup> day of  
October, 1982, by Asha Freytag.

Mary Ann Price  
Notary Public for Oregon  
My commission expires: May 3, 1986

Osho Friends Int'l v. Osho Int'l Foundation  
Opposition No. 121,040 et al.  
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1



*Handwritten signature*  
Name: *Handwritten*

TO ALL TO WHOM THESE PRESENTS SHALL COME:  
I, BHAGWAN SHREE RAJNEESH, Indian inhabitant (hereinafter referred to as "The Declarant"), SEND GREETINGS:

WHEREAS: By a Certificate of Incorporation dated 15th April 1975, a charitable non-profit making corporation known as "Chidvilas Rajneesh Meditation Center" for the charitable purposes therein mentioned (hereinafter referred to as "Chidvilas Rajneesh Meditation Center");  
The members of the said Chidvilas Rajneesh Meditation Center have requested the Declarant to make this Declaration so as to enable Chidvilas Rajneesh Meditation Center to establish its title in the Books, Pamphlets, Papers and Tape records..  
NOW I the said BHAGWAN SHREE RAJNEESH HEREBY

DECLARE AND STATE as follows:

1. I say the exclusive printing and publishing rights in the said Books, Articles, Speeches, Writings and other Works heretofore written or delivered as the case may be by The Declarant and the Books, Articles, Speeches, Writings and other Works to be hereafter written or delivered by the Declarant (hereinafter referred to as "the said Works"), have or shall be the property of the said Chidvilas Rajneesh

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Meditation Center. Chidvilas Rajneesh Meditation Center has agreed to the conditions hereinafter appearing as regards the said Works.

2. Chidvilas Rajneesh Meditation Center shall give all such information and particulars as the Declarant may require from time to time in respect of the publication of the said Works. The publishers shall publish the said Works at their own cost.

3. The Declarant shall deliver to Chidvilas Rajneesh Meditation Center the completed typescript of the Works and Chidvilas Rajneesh Meditation Center shall print, produce, publish and sell the Works at its own cost and expenses in such manner and style and at such prices as Chidvilas Rajneesh Meditation Center may at its discretion deem fit.

4. The Declarant has given to Chidvilas Rajneesh Meditation Center a list of the books, articles and writings so far written by the Declarant and shall, as and when any further books and articles are written, or any speeches are delivered, he shall furnish copies thereof to Chidvilas Rajneesh Meditation Center to enable them to publish the same as aforesaid.

5. Chidvilas Rajneesh Meditation Center shall have the sole and exclusive right of publishing, republishing and producing in any part of the world the said Works and all translations, abridgements and selections in any of the languages whatsoever and/or grant licences for the said purposes PROVIDED HOWEVER no translation or abridgement shall be made except with the written consent of the Declarant and on the terms imposed by him and all such grants shall be subject to this Declaration. The Declarant shall not publish or cause to be published in any part of the world any copy of the Works or any translation, abridgement or selection thereof. The entire control and right of publication, production, publicity and sales shall remain with the Publishers: who will be entitled to all emoluments and profits thereof.

6. Chidvilas Rajneesh Meditation Center shall, at its own risk and expenses, and at the convenience, produce and publish

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the said Works and push the sale of the same. The production, publication, publicity and sale of the said Works shall be controlled entirely by Chidvilas Rajneesh Meditation Center and it shall have full right and authority to republish and produce all such Works either by itself or through its agents in any part of the world.

7. Chidvilas Rajneesh Meditation Center has agreed to deliver to the Declarant free of charge three (3) presentation copies of the Works when ready.

8. The Declarant hereby reserves the right to decline to give right for publication of any future book or writing hereafter written by him.

9. Chidvilas Rajneesh Meditation Center shall not publish or authorize anybody to publish an abridgement of any of the Works of the Declarant except with the consent in writing of the Declarant.

10. Chidvilas has undertaken to see that the proofs of the said Works are properly corrected and revised;

11. Chidvilas Rajneesh Meditation Center has agreed that the name of the Declarant as the Author shall appear in its customary form in due prominence on the title page and on the binding of every copy produced, and on all advertisements of the Books issued by Chidvilas Rajneesh Meditation Center or their Agents and Licensees.

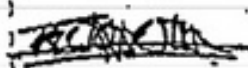
12. Should Chidvilas Rajneesh Meditation Center at any time wilfully fail to fulfill or to comply with any of the conditions herein contained, the Licensee to publish the said Works shall thereupon determine and the Declarant shall be free to grant License to any other person to print and publish the same.

13. The Declarant hereby authorizes Chidvilas Rajneesh Meditation Center to use his portraits, photographs, sketches, statues and other visual images, as well as his name; and he



consents to such use by Chidvilas Rajneesh Meditation Center on any article, such as books, publications, tapes and any other object or product related to his person.

Solemnly Declared by the  
within-named Author  
BHAGWAN SHREE RAJNEESH



this 1st day of April, 1981

## Document 3

The third document OIF relies on completely contradicts the second and is not credible for several reasons. Document 3 purports to be a transfer of copyright from RF in India to RFI in the US, dated April 1, 1981. We don't know if originals of this document are available. It appears to be signed by Yogend??? Manu? on behalf of Rajneesh Foundation and Asha Sipus on behalf of Chidvilas.

This document specifically claims (in the introduction) to transfer rights that RF got from Osho through Document 1. As we've already seen, RF did not get any copyright ownership through the 1978 document (assuming the 1978 document is valid). At most RF got a conditional exclusive right to publish eight works. Document 3 says in the first paragraph:

The Foundation [RF] assigns to Chidvilas [later RFI] all the Foundation's right, title, and interest in all existing and future works of Bhagwan Shree Rajneesh...

This means that RF gave RFI what it got from Osho and nothing more. In this third document RF claims it has copyrights, but that assertion means nothing. RF has only what Osho gave it (if anything). If you loan me your car and I go around telling people it's my new car, that doesn't make it so. I have only the rights in the car that you gave me. The same is true here. RF could have given RFI only what Osho gave RF.

**Assuming both Documents 1 and 3 are authentic, that would be a conditional exclusive license to publish at most 8 works.**

This third document is questionable for several reasons. The first is that it completely contradicts the document allegedly signed by Osho in 1981 (Document 2). The 1981 Osho document claims that Osho still owns the copyrights and has the power to license publishing rights to RFI. This would only be possible under the 1978 document if Osho had already ended the license to RF. If Osho had ended the license to RF before April 1, 1981, RF had nothing at all to transfer to RFI on that date.

The 1981 RF document (document 3), on the other hand, claims that RF owns the present and future copyrights and has the power to assign those rights to RFI in 1981. This claim and the claim of Osho to own His copyrights in 1981 can't both be true, and it's unlikely that these documents would have been drafted in this contradictory way if they were drafted at the same time.



The dates on the documents claim that they were both signed on the same day, April 1, 1981, while Osho and Manu were in India and Asha was in New Jersey, which is pretty much logistically impossible, given the technology available in 1981. It's much more credible that the 1981 Osho document (document 2) was created (whether or not actually signed by Osho) and circulated in 1981.

At some point someone may have realized that having Osho sign (or purporting to have Him sign) two versions of the same "assignment" document would prove that the documents were not assignments at all, but licenses. If document 2 was already in circulation, the only hope was to create a second alleged assignment from RF and date it the same day as the first 1981 document, in the hope of confusing things.

This ploy might save face a bit, but it can't be legally effective. The language of the 1978 document is still clearly the language of a license, not an assignment of copyright ownership, and no claims by RF to own a copyright could change that. RF couldn't have transferred copyrights in 1981 because it didn't get copyrights in 1978. At most RF got a license to publish eight works, and the purported 1981 Osho document (if authentic) indicated that Osho believed He had ended that license prior to April 1981.

There's also another suspicious aspect to the 1981 RF document (document 3). It tries to incorporate the alleged 1981 Osho document (document 2 [\[link\]](#)) into document 3 by claiming document 2 is an attachment to document 3:

There are several problems with this. First, the 1981 Osho document (document 2) isn't a declaration agreeing to an assignment by RF. It purports to be a license from Osho, who clearly believes He still owns the rights to His work. Second, Osho would only be licensing to RFI if He thought the license with RF was already ended. Third, if Osho had really assigned ownership of all copyrights to RF in 1978, He wouldn't need to agree to the assignment. He would only need to agree if RF was assigning rights under a license. A licensor (the person granting a license) has a right to prevent a licensee (the one receiving the license) from transferring the license to someone else without permission. **So, the inclusion of permission from Osho is an indication that RF knew it could only transfer rights (if any) under a license.**

# An agreement dated 1981 allegedly between Rajneesh Foundation in India and Chidvilas Rajneesh Meditation Center [RFI] in the US.

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## GENERAL ASSIGNMENT OF COPYRIGHT

THIS AGREEMENT is made between RAJNEESH FOUNDATION, a Charitable Trust, 17 Koregaon Park, Pune 411 001, India (hereinafter referred to as the "Foundation") and CHIDVILAS RAJNEESH MEDITATION CENTER, a non-profit corporation, 154 Valley Road, Montclair, New Jersey, U.S.A. (hereinafter referred to as "Chidvilas").

By virtue of a declaration of Bhagwan Shree Rajneesh dated the 28th day of July, 1978, the Foundation is the exclusive owner of the copyrights in all books, articles, speeches, writings and other works written or delivered by the said Bhagwan Shree Rajneesh, except in so far as the Foundation has assigned any interest in one or more of such works to any other person or organization.

Both the Foundation and Chidvilas are non-profit organizations whose main purpose is to spread the teachings of Bhagwan Shree Rajneesh. To further that purpose the Foundation is executing this assignment in consideration of Chidvilas's agreement to adhere to said purpose.

Bhagwan Shree Rajneesh agrees with the Foundation's desire to the above mentioned assignment of copyright and has signed a declaration to this effect, a copy of which is attached and marked as Exhibit "A".

### THEREFORE:

1. The Foundation assigns to Chidvilas all the Foundation's right, title, and interest in all existing and future works of Bhagwan Shree Rajneesh any translations, abridgements, selections, compilations, derivations, and reproductions in any form whatsoever of said works, and the copyrights therein, and all the profit, benefit and advantage to be derived from printing, publishing and reproducing the same in any form

OIF002821

whatsoever for the entire period for which copyright exists and for any renewal thereof, with full power and authority to apply for and receive the renewal and extension thereof.

2. The parties agree that this agreement is binding upon their respective executors, administrators, heirs, and assigns.

3. The parties agree that should any dispute arise under this agreement which is not capable of mutual resolution by the parties, then jurisdiction shall be at the option of Chidvilas, or its assigns.

IN WITNESS WHEREOF we have set our hands this 1st day of April, 1981.

Signed for and on behalf of  
Rajneesh Foundation

Yogenesh Mann

Title Manager

Witness J. A. Mink

Address 17 Kingston Park

Pomona, Indiana

Occupation Voluntary Worker

Signed for and on behalf of  
Chidvilas Rajneesh  
Meditation Center

Asha Diggins

Title Trustee

Witness Pamela Sherman

Address 156 Valley Rd

Montclair NJ

Occupation Secretary

## Document 4

Just over four years after the second and third documents were allegedly signed in 1981, the operations of RFI in Oregon came to a halt, and RFI purported to transfer the rights it received under the 1981 transfer from RF (document 3) to RFE [later OIF]. This document is dated November 23, 1985, and was signed by Ma Prem Arup (a/k/a Garimo, Maria Ackerman) and Ma Anand Suranga. It has been filed with the US Library of Congress and is a public record. We don't know if an original of this exists, but if it does, it's most likely authentic.

**If this document can be authenticated, the question is what, if any, rights would it have transferred to OIF, Zurich? The answer is probably none at all.** If the 1981 document allegedly signed by Osho could be authenticated, it might have granted RFI exclusive publishing rights in unidentified works, or in the eight works allegedly listed in the 1978 document.

**Even if RFI did receive a license for exclusive publishing rights for some identifiable works from Osho (or in 8 works), it had no legal right (under the law of Oregon) to transfer that license to OIF without Osho's permission and consent.** There was no pretense of getting Osho's permission for the alleged 1985 transfer. It's not even clear if Osho ever knew about this alleged transfer. **The failure of Osho to consent to this license transfer means that any transfer attempt would be invalid and ineffective. Without signature / permission from Osho, no publishing license would have transferred to OIF.**

If the alleged 1981 Osho document (document 2) can't be authenticated, then OIF would have to rely on the 1981 RF document (document 3). That would require proving that RF owned some rights it could transfer in 1981, which would mean authenticating the alleged 1978 license from Osho to RF. (Since no original is known to exist, this can't be done.) RF had nothing to transfer unless it can prove it owned something based on an authentic 1978 document. **However, since the 1978 document was clearly a publishing license in at most 8 works, and because there is no consent to a license transfer from Osho for the license for those 8 works, document 3 would most likely have transferred nothing to RFI. That would mean that RFI had nothing to give to OIF in 1985.**

If OIF can authenticate the documents allegedly signed by Osho, the most OIF could have gotten from the 1985 transfer from RFI was a conditional exclusive license to publish eight works. This is all OIF received because that's all Osho purportedly gave in 1978, and the whole claim is based on that first document. The 1985 document says that RFI will provide OIF with titles, but doesn't mention any proof of what titles Osho included or withheld from a publishing license during the years RFI might have held a license.



An agreement dated 1985 allegedly between RFI and Rajneesh Foundation Europe (RFE) in Switzerland, which later became Osho International Foundation (OIF).

Osho was alive till 1990 and never signed this document.

Those who made / signed this document had no legal authority nor legal rights to assign any alleged copyrights to anyone, hence has no validity in any court of law.

14-3373 Acc 31:  
GENERAL ASSIGNMENT OF COPYRIGHT

This Agreement is made between RAJNEESH FRIENDS INTERNATIONAL (hereinafter "RFI"), whose address is P.O. Box 9, Rajneeshpuram, OR. 97741, and RAJNEESH FOUNDATION OF EUROPE (hereinafter "RFE"), whose address is Baumackerstrasse 42, Zurich, Switzerland.

WHEREAS:

1. RFI, a non-profit religious and charitable corporation, was incorporated in 1977 under the name CHIDVILAS RAJNEESH MEDITATION CENTER for the purpose of spreading the religious teachings of Bhagwan Shree Rajneesh. In furtherance of that purpose, RFI has distributed books, audio tapes, and video tapes of the discourses of Bhagwan Shree Rajneesh and has sponsored meditation programs, spiritual therapy workshops, and periodic religious celebrations.

2. On April 1, 1981, RAJNEESH FOUNDATION, and Indian Charitable Trust, transferred all copyrights to the words of Bhagwan Shree Rajneesh to RFI. Since that time, RFI has been responsible for overseeing the world-wide administration of all copyrights to the words of Bhagwan Shree Rajneesh. Such responsibility has included making provision for registration of the copyrights and protecting the same against infringement.

3. Rajneesh Neo-Sannyas International Commune, the group upon which RFI has principally relied to provide services and facilities required for administration of the copyrights, is now winding up its affairs. Under these circumstances, RFI no longer desires to bear the responsibility for administering the copyrights to Bhagwan Shree Rajneesh's words and desires to transfer that responsibility to another nonprofit organization having substantially similar purposes.

4. RFE is a non-profit organization established under the laws of Switzerland for purposes identical or substantially the same as those of RFI. RFE is willing to undertake responsibility for overseeing administration of the copyrights and is confident that Rajneesh meditation centers and communes in Europe can provide the facilities and services essential to administering the copyrights in a prudent and efficient manner.

NOW, THEREFORE:

1. RFI hereby assigns to RFE all of RFI's right, title, and interest in all existing and future words and works of Bhagwan Shree Rajneesh and any translations, abridgements, selections, compilations, derivations, and reproductions in any form whatsoever of said words and works, and the copyrights therein, and all the profit, benefit and advantage to be derived from printing, publishing, and reproducing the same in any form whatsoever for the entire period for which the copyright exists and for any renewal thereof, with full power and authority to apply for and receive the renewal and extension thereof.

2. This Agreement is binding upon the parties and their respective executors, administrators, heirs, and assigns.

3. RFI covenants with RFE that it will forthwith deliver to RFE all documentary records and titles and all master audio and video tapes and recordings pertaining to the copyrights that are in the possession or control of RFI.

4. Any controversy which shall arise between RFI and RFE regarding the rights, duties, and liabilities of either party under this Agreement shall be settled by arbitration. Such arbitration shall be conducted in Zurich, Switzerland, before one disinterested

Exhibit 12 to Plaintiff's Memorandum  
in Support of Summary Judgment

arbitrator. if one can be agreed upon; otherwise, before three disinterested arbitrators: one named by RFI, one named by RFE, and one named by the two thus chosen. The arbitrator(s) shall determine the controversy in accordance with the laws of Switzerland. The finding and award of the arbitrator(s) shall be conclusive and binding upon both parties.

IN WITNESS WHEREOF we have set our hands to this Agreement this 23<sup>rd</sup> day of November, 1985.

RAJNEESH FRIENDS INTERNATIONAL

RAJNEESH FOUNDATION OF EUROPE

By: Ma Prem Anand

By: Ma Anand Swaraj

Title: Vice President

Title: President

Sri Ramani Ramakrishna  
Authorized Signatory

Exhibit 12 to Plaintiff's Memorandum  
in Support of Summary Judgment

## Document 5

The last document that OIF has filed with the US Library of Congress in alleged support of its copyright claims to Osho's work is a 1986 agreement between RFI and RFE [later OIF]. This is a public record and an original may be available. The document says:

1. RFI hereby assigns to RFE all of RFI's right, title, and interest in all copyrights to religious magazines and newsletters, audiotapes and videotapes of religious music and celebrations, and religious photographs, cards, posters, and other similar items, and all the profit... ... 5. Within twenty (20) days after the execution of this Agreement by both parties, RFI shall provide RFE with a schedule of all of the copyrights assigned under this Agreement...

So, what if anything, does this transfer to OIF? This agreement has nothing to do with Osho's copyrights in His work. It concerns only the rights RFI might have had in what was produced on the Ranch, such as rights in the Rajneesh Times that was published there, in photographs that were taken on the Ranch, or in music audios and videos made there.

RFI assigned the rights it owned to OIF, but that leaves the question: What interests did RFI really own in any of that? At this point in time, with many records lost, it will be very difficult for OIF to prove any specific ownership under this agreement. There were several legal entities involved in operations on the Ranch. Perhaps the most significant in this situation is the Rajneesh Neo-Sannyas International Commune (RNSIC). Most of the actual work done on the Ranch was done under the auspices of RNSIC. The people who produced newspapers, made recordings, took photographs, created cards, performed music, participated in celebrations and so on, were usually working through RNSIC in some capacity.



It will be extremely difficult at this point to determine the work status of the individuals involved. Some were members of RNSIC, legally resident in the US with a work permit. Others were visitors who were simply volunteering their time during their stay. Those visitors might have been residents of the US or of a foreign country.

**Under US law a person who creates a copyrightable work while employed by another owns the rights to that work unless he or she has signed over his or her rights before the project was done in what's called a work for hire agreement. So, in order to prove that RFI owned the creative work produced on the Ranch, OIF would have to identify the person(s) who produced the work in question and show that they had signed work for hire agreements for the work before the work was completed.** If the person(s) doing the work had signed work for hire agreements with RNSIC, RNSIC also would have had to assign those copyrights in the creative work to RFI. It's very unlikely any of this happened or can be proved at this point.

**So, this final agreement transfers no rights in Osho's work whatsoever, and is too vague to transfer any useable rights in other work.** At best, it applies only to work produced on the Ranch and has absolutely nothing to do with work produced in Pune and elsewhere. **This document has nothing to do with any works created after 1986, or in reality, 1985, since RFI stopped operations in 1985.**

An agreement dated 1986 allegedly between RFI and RFE [OIF].

Osho was alive till 1990 and again never signed this document.

Those who made / signed this document had no legal authority nor legal rights to assign any alleged copyrights to anyone, hence has no validity in any court of law.

RECEIVED		DOCUMENT COVER SHEET	
MAY 5 RECD		For Recordation of Documents UNITED STATES COPYRIGHT OFFICE	
DOCUMENT SECTION		DATE OF RECORDATION (Assigned by Copyright Office)	
Do not write above this line.		MAY 01, 1997 Month Day Year	
Before you complete this form, please read the instructions on the reverse side. If additional space is needed, use white 8 1/2 x 11 inch paper.		Volume <u>3373</u> Page <u>297</u>	
Attachments to Cover Sheet? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If so, how many? <u>1</u>		Volume <u>3373</u> Page <u>309</u>	
To the Register of Copyrights: Please record the accompanying original document or copy thereof.		REMITTANCE FUNDS RECEIVED <u>\$400. #121 9 ANW</u>	
1 NAME OF THE PARTY OR PARTIES TO THE DOCUMENT SPELLED AS THEY APPEAR IN THE DOCUMENT.			
Party 1: (assignor, grantor, etc.) <u>Rajneesh Foundation International</u> also known as <u>Rajneesh Friends International</u> and <u>Chidvilas Rajneesh Meditation Center</u>		Party 2: (assignee, grantee, etc.) <u>Rajneesh Foundation</u> <u>Europe, previous name of Osho</u> <u>International Foundation</u>	
2 DESCRIPTION OF THE DOCUMENT:			
<input checked="" type="checkbox"/> Transfer of Copyright <input type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name of Owner		<input type="checkbox"/> Termination of Transfer(s) [Section 304] <input type="checkbox"/> Shareware <input type="checkbox"/> Life, Identity, Death Statement [Section 302] <input type="checkbox"/> Transfer of Mask Works <input type="checkbox"/> Other	
3 TITLE(S) OF WORK(S), AUTHOR(S), REGISTRATION NUMBER(S), AND OTHER INFORMATION TO IDENTIFY WORK.			
Title <u>See attached list</u>		Author(s) _____ Registration Number _____ Registration Date/Year _____	
4 <input checked="" type="checkbox"/> Document is complete by its own terms. <input type="checkbox"/> Document is not complete. Record "as is."			
5 Number of titles in Document <u>418</u>		6 Amount of fee enclosed or authorized to be charged to a Deposit Account _____	
7 Deposit account number _____ Deposit account name _____			
8 Date of execution and/or effective date of accompanying document <u>August</u> <u>18</u> <u>1986</u> (month) (day) (year)			
9 AFFIRMATION: * I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document. (Affirmation must be signed.) <u>Klaus Steeg</u> <u>Klaus Steeg</u> <u>1997</u> Date <u>718-246 9138</u> Phone Number <u>718-246 9139</u> Fax Number		10 CERTIFICATION: * Complete this certification in addition to the Affirmation if a photocopy of the original signed document is submitted in lieu of a document bearing the actual signature. I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document. <u>Klaus Steeg</u> <u>Osho International Foundation</u> Duty Authorized Agent of: <u>30 April 1997</u> Date	
MAIL RECORDATION TO		YOU MUST: • Complete all necessary spaces • Sign your cover sheet in Space 9 • SEND ALL ELEMENTS IN THE SAME PACKAGE: 1. Two copies of the Document Cover Sheet 2. Fee in check or money order payable to Register of Copyrights 3. Document MAIL TO: Documents Unit, Cataloging Division Copyright Office, Library of Congress Washington, D.C. 20540-8000	

\*Knowing and willfully falsifying material facts on this form may result in criminal liability. 18 U.S.C. §1001.

Osho Friends Int'l v. Osho Int'l Foundation  
Opposition No. 121,040 et al.  
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1

GENERAL ASSIGNMENT OF COPYRIGHT

This Agreement is made between RAJNEESH FRIENDS INTERNATIONAL (hereinafter "RFI"), whose address is P.O. Box 9, Rajneeshpuram, OR. 97741, and RAJNEESH FOUNDATION OF EUROPE (hereinafter "RFE"), whose address is Baumackerstrasse 42, Zurich, Switzerland.

WHEREAS:

1. RFI, a non-profit religious and charitable corporation, was incorporated in 1977 under the name CHIDVILAS RAJNEESH MEDITATION CENTER for the purpose of spreading the religious teachings of Bhagwan Shree Rajneesh. In furtherance of that purpose, RFI has distributed books, audio tapes, and video tapes of the discourses of Bhagwan Shree Rajneesh and has sponsored meditation programs, spiritual therapy workshops, and periodic religious celebrations.

2. On April 1, 1981, RAJNEESH FOUNDATION, and Indian Charitable Trust, transferred all copyrights to the words of Bhagwan Shree Rajneesh to RFI. Since that time, RFI has been responsible for overseeing the world-wide administration of all copyrights to the words of Bhagwan Shree Rajneesh. Such responsibility has included making provision for registration of the copyrights and protecting the same against infringement.

3. Rajneesh Neo-Sannyas International Commune, the group upon which RFI has principally relied to provide services and facilities required for administration of the copyrights, is now winding up its affairs. Under these circumstances, RFI no longer desires to bear the responsibility for administering the copyrights to Bhagwan Shree Rajneesh's words and desires to transfer that responsibility to another nonprofit organization having substantially similar purposes.

4. RFE is a non-profit organization established under the laws of Switzerland for purposes identical or substantially the same as those of RFI. RFE is willing to undertake responsibility for overseeing administration of the copyrights and is confident that Rajneesh meditation centers and communes in Europe can provide the facilities and services essential to administering the copyrights in a prudent and efficient manner.

NOW, THEREFORE:

1. RFI hereby assigns to RFE all of RFI's right, title, and interest in all existing and future words and works of Bhagwan Shree Rajneesh and any translations, abridgements, selections, compilations, derivations, and reproductions in any form whatsoever of said words and works, and the copyrights therein, and all the profit, benefit and advantage to be derived from printing, publishing, and reproducing the same in any form whatsoever for the entire period for which the copyright exists and for any renewal thereof, with full power and authority to apply for and receive the renewal and extension thereof.

2. This Agreement is binding upon the parties and their respective executors, administrators, heirs, and assigns.

3. RFI covenants with RFE that it will forthwith deliver to RFE all documentary records and titles and all master audio and video tapes and recordings pertaining to the copyrights that are in the possession or control of RFI.

4. Any controversy which shall arise between RFI and RFE regarding the rights, duties, and liabilities of either party under this Agreement shall be settled by arbitration. Such arbitration shall be conducted in Zurich, Switzerland, before one disinterested

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arbitrator, if one can be agreed upon; otherwise, before three disinterested arbitrators: one named by RFI, one named by RFE, and one named by the two thus chosen. The arbitrator(s) shall determine the controversy in accordance with the laws of Switzerland. The finding and award of the arbitrator(s) shall be conclusive and binding upon both parties.

IN WITNESS WHEREOF we have set our hands to this Agreement this 23<sup>rd</sup> day of November, 1985.

RAJNEESH FRIENDS INTERNATIONAL

RAJNEESH FOUNDATION OF EUROPE

By: Ma Prem Singh

By: Ma Anand Sivan

Title: Vice President

Title: President

Swami Ramabhadra

Authorized Signatory

Exhibit 12 to Plaintiff's Memorandum  
in Support of Summary Judgment

## **The History of Copyright Claims for Osho's Work**

Osho began giving discourses in the 1960s. By 1969 a charitable trust was set up in Bombay to support Osho's work. This trust was Jivan Jagruti Kendra (JJK), and it began to publish some of Osho's discourses in written form. These were actually small booklets containing collections of discourses. Some of those discourses were English translations of Hindi discourses. In those small booklets JJK listed itself as the copyright holder, but there's no evidence that JJK ever tried to claim ownership of Osho's copyright interests in the works. JJK may have had a copyright interest in the translations and compilations, while Osho held the copyright to the expression of ideas in the content.

In 1974 Osho moved to Pune and the ashram was set up there. As more people came to Pune a publishing department was set up and both Hindi and English discourse series were published in book form and in recordings: darshan diaries, recording Osho's meetings with individuals in the evening were also published. JJK, which had changed its name to Rajneesh Foundation (RF) in 1975, had these books printed and listed RF as copyright holder.

The books were transcribed from discourses, edited, and sometimes translated into other languages. All of these contributions make up aspects of the work that can be copyrighted. In other words, there can be several copyrights in a work. Osho owned the copyright to the expression of ideas contained in His discourse, but RF or the individuals involved may have also owned an interest in compilations, translations, and extensive editing. Whether. The question is, whether a charitable trust owns the work of volunteers—some of them Indian citizens and some foreign visitors—that is financed by the trust and done under the auspices of the trust. Even if the answer is no, it seems fairly obvious that RF thought it owned those rights and claimed copyrights in the work.

There is a copy of a 1978 document where Osho clarifies RF's rights to His interests in the books. If this was an authentic document (no original is available) it indicates that RF was well aware that it didn't own Osho's share of the copyrights and sought an agreement with Him so that it could publish and license out the works to other publishers. RF then began to license rights to some major American publishers, and these books gave Osho a much larger profile in the West.

In the early 1980s Osho agreed to go to the USA for a rest that would improve His health.

Osho returned to the ashram in Pune for the last years of His life.

OIF, Zurich claims that Osho either transferred the publishing licensing agreement He had with RF to RFI or agreed to RF's transfer of that license to RFI. Given that Osho had every intention of returning to India, it's very unlikely that He would have agreed to shift the center of publishing from India to the USA.

During the four years of Rajneeshpuram, USA, **people there participated in creating books from Osho's discourses, including transcribing, translating, and editing extensively. Under US law, which applies to the activities in Rajneeshpuram, any rights in the books from these activities belonged to the individuals who did the work, unless they had signed valid work-for-hire agreements with someone before the work was done. There is no evidence that work-for-hire agreements were signed.**

Nonetheless, RFI might have thought it did own some rights. In any event, RFI continued RF's practice of listing itself as the copyright holder. When the Rajneeshpuram collapsed in 1985, RFI transferred any rights it had to Rajneesh Foundation Europe (RFE later in 1990 after Osho left the body, changed to Osho International Foundation [OIF Zurich]).

After Rajneeshpuram the situation of who was claiming copyrights became more complicated. **There are reports that when Osho returned to India He asked that the publishing of His work should be centered in India, and that any claim that rights had been transferred to the US be withdrawn.** This report is supported by several facts. First, no originals have been produced of the documents purporting to transfer rights to the USA, so they might have been destroyed. Second, during Pune II, the period of time between when Osho returned to Pune and when He left His body, several Indian entities claimed to own the copyrights in Osho's work. As Osho saw those publications He was probably aware of these claims.

OIF claimed in the US trademark case that Osho saw books of His discourses that had been published, and so He would have seen that OIF was claiming copyrights. This is not necessarily true at all. After 1985 the then Rajneesh Foundation Europe changed its name to Neo-Sannyas International. Around the same time Rajneesh Foundation in India also changed its name to Neo-Sannyas International. The books published after 1985 listed Neo-Sannyas International as the copyright holder, but gave no indication whether the reference was to the Indian or the Swiss foundation. The Indian foundation might have been relying on the claimed 1978 license from Osho in claiming copyrights.

**At the same time that one or both of the entities named Neo-Sannyas International were claiming copyrights for the books, Tao claimed to own all of Osho's work that appeared in the English and Hindi Rajneesh/Osho Times.** We have no documents that would support these claims, but that doesn't mean that they didn't exist. The point is that, given all these claims from Indian entities, Osho had no reason to think that a Swiss foundation was claiming exclusive ownership of all His copyrights.

In 1991, after Osho had left the body, Neo-Sannyas International changed its name to Osho International Foundation (OIF). Around the same time a new charitable trust was set up in India, also called Osho International Foundation. For several years books were published listing OIF as the copyright holder, without indicating if this was the Indian or Swiss entity. Tao Publishing also continued to claim ownership of the copyrights for some time.

**All of this is pointless in the sense that since there's no evidence Osho ever transferred ownership of this copyrights to anyone else, none of these claimants actually owned Osho's share of the copyrights in the works anyway.** This is relevant, though, because it shows that there's no evidence that Osho had any idea at all that the Swiss foundation Neo-Sannyas, as opposed to the Indian Neo-Sannyas International, was claiming to own any rights in published works. OIF, Zurich's assertion that Osho knew about and approved its copyright claims is completely without support.



## **Did Osho ever transfer His copyrights to others?**

### **Assignment**

No, He didn't. Two documents have come to light that may (or may not) have been signed by Osho. These are publishing licenses for some of His books. (See 'What are the documents OIF is relying on to claim copyright ownership?' for the documents and a complete discussion of their legal effects.)

**Copyrights are legal rights that must be transferred clearly in writing. They can't be transferred through inference or oral statements. There has to be a valid written document that clearly transfers all legal interest in the copyrights. If such a document ever existed, which isn't likely, we don't have that document now.**

**The question of copyright ownership was part of the US trademark case, but none of the documents produced in discovery or in evidence in that case over nine years of litigation are assignments of copyright ownership. In other words, OIF appears to have no such documents to produce.**

**(Since the Trademark Board did not have direct jurisdiction over copyrights, it could not decide whether OIF, Zurich owned copyrights, only how the claim to own them impacted the trademark claim.)**

**A copyright claimant for Osho's copyrights has to have what is called a complete chain of title linking Osho to it. To really own Osho's copyrights OIF would have to prove that Osho assigned copyright ownership to RF, RF assigned it to RFI, and RFI assigned it to OIF, Zurich.** If any link in this chain is missing, OIF gets nothing. The weakest link in this chain is the first document of 1978 (Document 1), which not only can't be authenticated, but is on its face a license, not a copyright assignment. Document 2 is essentially the same as Document 1 and could, at most, transfer publishing rights in unidentified works or the eight works for Document 1. (See What are the documents OIF is relying on to claim copyright ownership?)

**This means that OIF does not own Osho's copyrights by assignment, as it has claimed.**

## **Work-for-hire**

There is one other theory that OIF, Zurich has tried to use to justify copyright ownership. OIF filed copyrights for books and recordings of discourses given by Osho with the US Library of Congress for several titles of Osho's work claiming that OIF owned copyrights through a work-for-hire agreement with Osho. **(It's important to remember that a registration is not proof of ownership and means nothing if OIF didn't actually own the copyrights.)**

**Generally a copyright attaches to a creative work as soon as the work becomes "fixed," for example, put in writing, recorded, music put into notations, photograph taken, or artwork made. The person creating the work is presumed to own the work he or she creates. If someone creates something on behalf of someone else and is paid for the work, the copyright might belong to the person financing the project. In the US this is true if, and only if, the creator of the project signs a work-for-hire agreement before the project is completed specifying that the rights in the work will belong to the financier.**

**Osho was never employed by any foundation, never was paid for giving discourses, and never signed a work-for-hire agreement with anyone.** The two license agreements Osho was alleged to have signed both specified that Osho got to choose whether or not He included any discourse in the publishing license agreement (Documents 1 & 2) In other words, He kept control over His work and only agreed that He might grant limited rights (a publishing license) after the work was created (discourse recorded) and a copyright had been (attached) that belonged to Him.

## Neither Theory Can Succeed

The only reason the RFI/OIF, Zurich would have registered copyrights in the US claiming a work for hire basis for ownership is because they realized that the documents allegedly signed by Osho were not assignments of copyright ownership, but license agreements. **They may have hoped that they would have more luck passing off the agreements as work-for-hire agreements than as assignments of copyrights.** In the US trademark case OIF opted to make the assignment of ownership argument instead.

In truth, neither of these theories can ultimately succeed. **The license agreements allegedly signed by Osho clearly do not transfer any ownership rights in Osho's copyrights.** A transfer of ownership rights would have been just as necessary for a right-to-hire agreement as it would be for an assignment of copyright agreement, and there is no document that transfers ownership rights from Osho.

## Osho's Understanding

Though there is no existing original of the document allegedly signed by Osho in 1978 (Document 1), it is possible that Osho signed this very limited agreement with RF India. The language of that agreement makes it absolutely clear that Osho intended to reserve the rights to control His own work at that point in time. He set all kinds of conditions on the license He granted and reserved the right to withhold future work from the license and to revoke the license and give it to someone else. The fact that no original is known to exist may indicate that Osho decided to end that license and asked that the original be destroyed. That isn't the kind of document that would have been lost otherwise.

**One more thing is clear, and that is that no document exists that transferred Osho's copyright ownership to anyone else.** This means that Osho owned His rights during His entire life and OIF has no valid claim to copyright ownership today.

## CLAIMS & FACTS

After the recent decision in the US about the use of OSHO and His meditations, first the Resort put out a press release and then Vatayana sent out a message from Global Connections. (OIF Zurich, the entity involved in the case, has not commented.)

Virtually everything in the two messages out of Pune is untrue, a sad commentary on what has been happening in the community. It brings to mind OSHO's warnings about the hypnotic effect of false statements:

**Adolf Hitler wrote in his autobiography 'Mein Kampf' that if you go on repeating a lie it becomes real. Repetition is the key. And he should know. He practised it. He is not simply asserting something theoretical, he practised it the whole of his life. He uttered lies, absolutely absurd lies, but one thing he insisted on -- he went on repeating. When you go on repeating some lie again and again and again it starts becoming real, because the mind starts getting hypnotised by it.**

**Repetition is the method of hypnosis. Repeat anything and it becomes engraved in your being -- that's how we are deluded in life.**

**OSHO** The Art of Dying, Chapter 7

**Here is a brief overview of what's being claimed and the real facts.**

**OIF Claim:** Since the 1970s OSHO's name and meditation techniques have been trademarked.

**Fact:** OSHO's meditation techniques have never been trademarked. (See His quote about that below.) In the late 1970s a couple of OSHO groups attempted to register trademarks for "Rajneesh" for their own specific goods and services, but those trademarks were never used and there's no evidence OSHO even knew about them. No one before OIF ZURICH has ever attempted to use a trademark to monopolize the use of OSHO's name or control OSHO centers. No one ever assigned legal rights in OSHO's name to OIF ZURICH.

**You don't understand what meditation is. It is nobody's belonging, possession. You cannot have any copyright. Perhaps if your country gives you trademarks and copyrights on things like meditation, then it will be good to have a copyright on stupidity. That will help the whole World to be relieved... Only you will be stupid and nobody else can be stupid; it will be illegal.**

**OSHO** Om Shantih Shantih Shantih, Chapter 26, Q 1

**OIF Claim:** OIF ZURICH trademarked OSHO when OSHO changed His name.

**Fact:** OIF ZURICH could not have "trademarked" the name OSHO when OSHO changed His name in 1989 unless OIF ZURICH owned exclusive rights in the name OSHO at that time, which it did not. If OSHO had wanted to, He could have assigned the rights in his new name "OSHO" to OIF ZURICH or some other person or group to use as a trademark, but OSHO chose not to assign the name to anyone. Instead, OSHO asked all the people who had been using His personal name, Rajneesh, in their work, to use OSHO instead. This is a use exactly opposite to a trademark use.

**OIF Claim:** "In particular, trademark law allows the Foundation to act against people who misuse the name OSHO. For example, anyone changing any of the OSHO meditations, and still presenting them as "OSHO" meditations, can be stopped from putting the title "OSHO" on the changed meditation."

**Fact:** OIF Zurich has not been able to do this till now and will not be able to do this legally. OSHO's meditation techniques have been in the public domain since the 1960s. This is because OSHO openly encouraged people to take the techniques and teach them to others without exercising any control over them. OSHO never assigned ownership in the techniques to anyone else. No entity, including OIF ZURICH, can now take the meditation techniques out of the public domain and claim to own or control them. A trademark registration would not give OIF ZURICH control over the meditations. The US Trademark office has already pointed out to OIF ZURICH that it does not own the meditation techniques that have been widely used for many years.

**OIF Claim:** Trademarks allow OIF ZURICH to “protect” OSHO by controlling claims people make about OSHO, such as false claims that He created certain meditations or did artwork.

**Fact:** Trademarks have absolutely nothing to do with historical people. Even if a trademark is the same as the name of a historical person (George Washington. Lincoln. etc.). If people make false claims about the person OSHO, His estate might be able to take some action, but a trademark holder for “OSHO” would have no legal grounds to bring an action. Someone selling a fake piece of artwork would be guilty of fraud.

**OIF Claim:** Trademarks allow OIF ZURICH to prevent people from using OSHO as a trademark for other goods and services like hamburgers, brothels, tissue, etc.

**Fact:** OIF Zurich has not been able to do this, even with Trademarks. Trademark law allows the same trademark to be used for goods that won’t be confused by the public. For example, two companies couldn’t use the same trademark for computer accessories and computer programs, because the public would confuse them. Two companies probably could use the same trademarks for cars and stuffed animals, or some other products that the public wouldn’t confuse.

There is already a trademark for OSHO in the US for a Japanese restaurant. Internationally there’s a brand of OSHO bicycles. OSHO is a Japanese word that has several different meanings. No one who had a trademark for OSHO as related to the teachings of OSHO could prevent anyone else from having trademarks of OSHO for some other kind of goods or services.

**OIF Claim:** OSHO’s name is protected in 40 countries.

**Fact:** OIF ZURICH Zurich, the entity claiming trademarks in the US has also registered trademarks in Switzerland, the EU, Canada and Australia. A trademark registration is not the same thing as trademark ownership. To register a trademark the applicant has to swear it owns the trademark and pay the fee. No evidence of ownership is required. If the trademark claim is challenged by anyone, or if the trademark claimant tries to enforce it, then the claimant will have to prove ownership. In the US OIF ZURICH failed to prove a trademark existed at all.



**OIF Claim:** The inner circle is involved in trademark claims.

**Fact:** The inner circle was set up by OSHO as an advisory group with no legal standing or power. OSHO could have had the inner circle set up as a charitable trust, and He could have transferred ownership of His rights in His name and His work to it, but OSHO chose not to do any of those things.

The original members that Osho appointed, to the Inner Circle has long been changed. The inner circle is also not directly concerned in any trademark claims. Exclusive rights to use "OSHO" and to control how other people doing OSHO's work use "OSHO" is being claimed by OIF ZURICH, a small Zurich-based group. This is a small group of men with a board including the following: Jayesh, Amrito, Yogendra, Pramod, and Mukesh. The inner circle has no legal control over this group.

**OIF Claim:** There has been a copyright of OSHO's work since the 1970s that is registered and protected by international treaties.

**Fact:** The documents on file with the US Library of Congress show that the document purportedly signed by OSHO in the 1970s (no original is available) was only a conditional license of publishing rights for eight early OSHO books. There is no document known where OSHO assigns His copyrights to anyone else.

International treaties on copyrights only apply when a copyright actually exists. OIF ZURICH has never produced any document showing it received copyrights from OSHO.

**OIF Claim:** OIF ZURICH was selected by OSHO to protect His work/name, etc.

**Fact:** OSHO never selected or assigned anything to OIF ZURICH. There's not even any reliable evidence that OSHO knew OIF ZURICH existed. OIF ZURICH was a Rajneesh Foundation Europe set up in 1984. OIF ZURICH has always been a paper corporation without an office (it has a mail drop and answering service in Zurich) that has never run any OSHO-related activities like meditations. OIF ZURICH claims to own copyrights and trademarks and seeks to license both of those for profit. In the US trademark case OIF ZURICH claimed it has the right to take all profits from all work related to OSHO, including center activities.

“OIF ZURICH and its predecessors have received (and in the future will continue to receive) all benefits, including all money and all goodwill, resulting from their own and their licensees’ use of the OSHO trademarks.” (OSHO International Foundation’s Memoranda of Law in Opposition to Petitioners Motion for Summary Judgment. p.4)

**OIF Claim:** Trademarks for OSHO are for the purpose of protecting and spreading OSHO’s work.

**Fact:** The only effect trademarks for could possibly have would be to restrict and control the work of people who are actually engaged in OSHO’s work (centers, sessions, groups, books, etc.). They can not protect or spread His work. OIF Zurich has been known to force closure of websites spreading Osho’s work, threatening Osho centres, stopping publishing work of centres.

**Because the people who are around me.... It is not an established religion. I had started alone, and then people started coming and became, fellow travelers; it became a big caravan. But their love gives me the authority. I don’t have any power over them, but their love gives me the authority.**

**I would not like them to become an organized religion because that is the death of the very search for in which they had come to me. So now it is simply an open movement of religiousness, with no catechism, with no church, with no clergy, with no holy book: an experiment totally new to the whole history of man.**

**And because they love me, they listen to me. It is still up to them: if they want to organize something they can, but not around me. I am absolutely free. If they want to organize something they can go to hell and do whatever they want, but I am not going to allow anything to be organized around me.**

**OSHO** The Last Testament, Vol 3, Chapter # 25

**Nobody is my follower. Nobody is going to be my successor. Each sannyasin is my representative. When I am dead, you all-individually-will have to represent me to the world. There is not going to be any pope. There is not going to be any shankaracharya. Each sannyasin, in his own capacity, has to represent me. This has never happened but it is going to happen! You are all my successors.**

**When I am dead, that simply means I have left this body and entered all the bodies of my people.**

**I will be within you.**

**I will be part of you.**

**OSHO** From Death to Deathlessness, Chapter 25

**You can see gathered around me here all kinds of people from all countries, all races-but we are not a new religion. I am not trying to create one religion; we are just creating a quality: religiousness, meditateness, prayerfulness, trust, gratitude towards existence. Yes, on these things humanity can become a great brotherhood, but about details many things are bound to remain different and they should remain different. There is no reason to destroy this variety. It will be like when you love roses, so you start growing only roses. OSHO**

Come, Come, Yet Again Come, Chapter 10, Q2

**But when religion is alive and breathing-that's what I mean by religiousness then you are possessed by it, but you cannot possess it. You cannot possess a Buddha or a Lao Tzu or a Zarathustra. You cannot possess Bahauddin, Jalaluddin, al-Hillaj Mansoor.. no, that is not possible. These are people who have known the ultimate freedom-how can you possess them? They cannot fulfill your expectations, they cannot move according to you; they will have their own way. If it suits you, you have to be with them. You will not be able to force them to be with you: there is no way possible. OSHO**

Come, Come, Yet Again Come, Chapter 13, Q1

# **COURT JUDGMENT REGARDING OSHO TRADEMARK CLAIM**

## **where OIF lost in US courts**

**THIS OPINION IS NOT A  
PRECEDENT OF  
THE T.T.A.B.**

Hearing: October 30, 2008

Mailed: January 13, 2009

### **UNITED STATES PATENT AND TRADEMARK OFFICE**

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#### **Trademark Trial and Appeal Board**

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Osho Friends International  
v.  
Osho International Foundation

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Opposition Nos. 91121040; 91150372; 91150379; 91152313;  
91153103; 91155927; 91157465; 91157610; 91157698; and  
Cancellation No. 92031932<sup>1</sup>

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Mark I. Feldman of Piper Marbury Rudnick & Wolfe for Osho  
Friends International.

Mary M. Luria and Sara Edelman of Davis & Gilbert LLP for  
Osho International Foundation.

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Before Grendel, Cataldo and Wellington,  
Administrative Trademark Judges.

Opinion by Cataldo, Administrative Trademark Judge:

Osho International Foundation ("defendant") seeks to  
register on the Principal Register the following marks, all  
in typed form:

OSHO ACTIVE MEDITATIONS

for "educational services, namely, conducting individual  
sessions, workshops, retreats, seminars, groups, courses and

<sup>1</sup> The referenced proceedings were consolidated in a series of  
Board orders, the most recent of which issued on April 8, 2004.

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training in the field of the teachings of the mystic Osho"  
in International Class 41 and "spiritual counseling and  
meditations" in International Class 42;<sup>2</sup>

**OSHO ZEN TAROT**

for "instructional books and playing cards for the game of  
Tarot" in International Class 16 and "entertainment  
services, namely, providing an on-line computer game" in  
International Class 41;<sup>3</sup>

**OSHO TRANSFORMATION TAROT**

for "instructional books and playing cards for the game of  
Tarot" in International Class 16 and "entertainment  
services, namely, providing an on-line computer game" in  
International Class 41;<sup>4</sup>

**OSHO KUNDALINI MEDITATION**

2

Application Serial No. 75834601 was filed October 29, 1999  
under Trademark Act Section 1(a), alleging 1990 as the date of  
first use and date of first use in commerce. The application  
includes a disclaimer of the exclusive right to use "ACTIVE  
MEDITATIONS" apart from the mark as shown.

<sup>3</sup> Application Serial No. 76159554 was filed November 3, 2000  
under Trademark Act Section 1(a), alleging July 1, 1995 as the  
date of first use and date of first use in commerce for the goods  
in International Class 16 and December 1, 1995 as the date of  
first use and date of first use in commerce for the services in  
International Class 41. The application includes a disclaimer of  
the exclusive right to use "TAROT" apart from the mark as shown.

<sup>4</sup> Application Serial No. 76159553 was filed November 3, 2000  
under Trademark Act Section 1(a), alleging November 1, 1999 as  
the date of first use and date of first use in commerce for the  
goods in International Class 16 and January 1, 2000 as the date  
of first use and date of first use in commerce for the services  
in International Class 41. The application includes a disclaimer  
of the exclusive right to use "TAROT" apart from the mark as  
shown.

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for "educational services, namely, conducting individual sessions, workshops, retreats, seminars, groups, courses and training in the field of the teachings of the mystic Osho" in International Class 41 and "spiritual counseling and meditations" in International Class 42;<sup>5</sup>

OSHO

for "educational services, namely, conducting individual sessions, workshops, retreats, seminars, groups, courses and training in the field of the teachings of the mystic Osho" in International Class 41;<sup>6</sup>

OSHO NADABRAHMA MEDITATION

for "educational services, namely, conducting individual sessions, workshops, retreats, seminars, groups, courses and training in the field of the teachings of the Mystic Osho" in International Class 41;<sup>7</sup>

OSHO MEDITATION RESORT

<sup>5</sup> Application Serial No. 76060676 was filed May 31, 2000 under Trademark Act Section 1(a), alleging 1990 as the date of first use and date of first use in commerce. The application includes a disclaimer of the exclusive right to use "KUNDALINI MEDITATION" apart from the mark as shown.

<sup>6</sup> Application Serial No. 75683097 was filed April 15, 1999 under Trademark Act Section 1(a), alleging 1990 as the date of first use and date of first use in commerce. The application includes a statement that "OSHO" does not represent the name of a living individual.

<sup>7</sup> Application Serial No. 76210213 was filed February 14, 2001 under Trademark Act Section 1(a), alleging 1978 as the date of first use and date of first use in commerce. The application includes a disclaimer of the exclusive right to use "NADABRAHMA MEDITATION" apart from the mark as shown.



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for "educational services, namely, conducting individual sessions, workshops, retreats, seminars, groups, courses and training in the field of the teachings of the Mystic Osho" in International Class 41 and "spiritual counseling and meditations; and providing meditation information via a global computer information network" in International Class

42;<sup>8</sup>

**OSHO MULTIVERSITY**

for "educational services, namely, conducting individual sessions, workshops, retreats, seminars, groups, courses and training in the field of the teachings of the Mystic Osho" in International Class 41 and "spiritual counseling and meditations; and providing meditation information via a global computer information network" in International Class

42;<sup>9</sup>and

**OSHO TIMES**

<sup>8</sup> Application Serial No. 76158894 was filed November 3, 2000 under Trademark Act Section 1(a), alleging 2000 as the date of first use and date of first use in commerce. The application includes a disclaimer of the exclusive right to use "MEDITATION RESORT" apart from the mark as shown and a statement that OSHO does not identify a living individual.

<sup>9</sup> Application Serial No. 76158895, filed November 3, 2000 under Trademark Act Section 1(a), alleging 1989 as the date of first use and date of first use in commerce. The application includes a disclaimer of the exclusive right to use "MULTIVERSITY" apart from the mark as shown and a statement that OSHO does not identify a living individual.

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for "on-line periodical relating to the spiritual and mystical teachings of the Mystic Osho" in International Class 42.<sup>10</sup>

Defendant has also registered on the Principal Register the following marks in typed form:

OSHO

for "prerecorded audio and video tapes in the field of education, religion, philosophy and science" in International Class 9;<sup>11</sup>"education books and printed teaching materials in the field of religion and philosophy" in International Class 16;<sup>12</sup>and "providing religion, philosophy and science information via a global computer network" in International Class 42;<sup>13</sup>and

OSHO REBALANCING

<sup>10</sup> Application Serial No. 76158893 was filed November 2, 2000 under Trademark Act Section 1(a), alleging 1989 as the date of first use and date of first use in commerce. The application includes a disclaimer of the exclusive right to use "TIMES" apart from the mark as shown and a statement that OSHO does not identify a living individual.

<sup>11</sup> Registration No. 2180173 issued August 11, 1998. Section 8 affidavit accepted.

<sup>12</sup> Registration No. 1815840 issued January 11, 1994. Section 8 affidavit accepted, Section 15 affidavit acknowledged. We note that the Section 15 affidavit was filed prior to the commencement of Cancellation No. 92031932.

<sup>13</sup> Registration No. 2174607 issued July 21, 1998. Section 8 affidavit accepted, Section 15 affidavit acknowledged. We note, however, the Section 15 affidavit was improperly filed during the pendency of Cancellation No. 92031932.

**Opposition No. 91121040 et.al.**

for "books and printed materials for education purpose in the field of religion and philosophy" in International Class

16.<sup>14</sup>

Osho Friends International ("plaintiff") has opposed registration of defendant's applied-for marks and seeks cancellation of defendant's registrations. As grounds therefor, plaintiff alleges as follows:

the term OSHO as used in the involved alleged marks is generic for the goods and/or services at issue;

the term OSHO as used in the involved alleged marks is merely descriptive of the goods and/or services at issue;

the involved applications and applications underlying the involved registrations are void *ab initio* because defendant did not own the involved alleged marks on the application filing dates;

defendant committed fraud upon the United States Patent and Trademark Office (USPTO) by executing the declarations in the involved applications and applications underlying the involved registrations in which it stated that no other person, firm, corporation or association has the right to use the involved alleged marks when it knew of such use; and

14

Registration No. 2322901 issued February 29, 2000. Section 8 affidavit accepted; Section 15 affidavit acknowledged. We note, however, that the Section 15 affidavit was improperly filed during the pendency of Cancellation No. 92031932.

## **Opposition No. 91121040 et.al.**

defendant has abandoned all proprietary interest in the involved alleged marks.

In its answers, defendant has denied the salient allegations of the notices of opposition and petition to cancel.<sup>15</sup>

### **The Record**

The record consists of the pleadings and the files of the involved applications and registrations. In addition, plaintiff submitted the trial testimony, with related exhibits, of Prabhat Tiwari, leader of an Osho center in Maryland; Rachael Freeman, board member of an Osho center in Colorado; Sirlea Naster, leader of an Osho center in North Carolina; Gloria Terhaar, leader of an Osho center in California; Leonard Rosansky, leader of an Osho center in California; Priya Hemenway, officer of an Osho center in California; Maniko Dru Dadigan, an individual in California associated with a number of Osho centers; and Atul Anand, a trustee of plaintiff. Plaintiff further submitted notices of reliance upon defendant's responses to plaintiff's First and Second Requests for Admissions; defendant's responses to plaintiff's First Set of Interrogatories and First Request for Production of Documents; selected pages of the discovery deposition transcripts of two of defendant's directors,

<sup>15</sup> In addition, defendant asserted certain affirmative defenses, but did not pursue them by motion or at trial. Accordingly, they are deemed waived.

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Klaus Steeg and D'Arcy O'Bryne; copies of articles retrieved from the Lexis/Nexis computer database; certified copies of official records from the United States Copyright Office; excerpts from books containing quotes from Osho; public records on file with the Arizona Secretary of State regarding the American Multi-Media Corporation; and additional selected pages of discovery deposition Klaus Steeg.

Defendant, for its part, submitted the trial testimony, with related exhibits, of two of its directors, Klaus Steeg and John Andrews; one of defendant's volunteers, Ursula Hoess; and David Alexander, an employee of David Alexander Publishing Ltd. Applicant further submitted notices of reliance upon plaintiff's responses to defendant's First Set of Interrogatories and Second Request for Admissions; the discovery depositions of Atul Anand and Chaitanya Keerti, trustees of plaintiff; printed publications, dictionary definitions, and USPTO Trademark Electronic Search System (TESS) printouts; certified copies of its involved registrations; and copies of several Osho Times magazine covers.

The parties have designated portions of the record as "confidential." While the information contained therein plays a role in determining the issues before us, we are mindful that such information was filed under seal. Thus,

## **Opposition No. 91121040 et.al.**

we will endeavor to refer to those portions of the record that are marked confidential only in a very general fashion.

Both parties filed main briefs on the case, and plaintiff filed a reply brief. In addition, counsel for the parties presented arguments at an oral hearing held before the Board on October 30, 2008.

### **Evidentiary Objections**

Plaintiff has filed numerous objections against certain testimony and exhibits introduced by defendant. Plaintiff's objections number approximately 125; defendant has responded to plaintiff's objections.

None of the testimony and/or exhibits sought to be excluded is outcome determinative. Given this fact, coupled with the number of objections, we see no compelling reason to discuss the objections in a detailed fashion. Suffice it to say, we have considered all of the testimony and exhibits submitted by the parties. In doing so, we have kept in mind the various objections raised by the parties, and we have accorded whatever probative value the subject testimony and exhibits merit.

### **General Facts**

Rajneesh Chandra Mohan was born in India in 1931.<sup>16</sup> He obtained a masters degree in philosophy from the University of Sagar, located in India, and taught philosophy for nine



years at the University of Jabalpur, also located in India.<sup>17</sup> While serving as a professor of philosophy, he traveled throughout India giving lectures, engaging attendees in public debate, and introducing his meditation techniques.<sup>18</sup> Beginning in 1962, he began conducting guided meditations at the end of his talks.<sup>19</sup> As a result, meditation camps and meditation centers began to emerge based upon his teachings.<sup>20</sup> In 1971, he changed his name to Bhagwan Shree Rajneesh.<sup>21</sup> In 1974, he moved from Bombay to Pune, India, where he established a place of learning dedicated to meditation and self-discovery.<sup>22</sup> The Pune commune was and remains a combination of 10 separate and independent entities offering programs relating to his teachings.<sup>23</sup> Between 1981 and 1985, he and a number of his followers lived in the high desert of eastern Oregon, on a 126-square mile former cattle ranch organized as a commune. Following his deportation from the United States in 1985, he went on a world tour to meet his followers, returning to

<sup>16</sup> Amended petition to cancel, p.2; answer to amended petition to cancel, p. 1.

<sup>17</sup> Id.

<sup>18</sup> Id.

<sup>19</sup> Answer to amended petition to cancel, p. 2.

<sup>20</sup> Id.

<sup>21</sup> Id.

<sup>22</sup> Id.

<sup>23</sup> Steeg testimony at 603-4.

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Pune, India on January 4, 1987.<sup>24</sup> Later, in 1989, he adopted the name Osho.<sup>25</sup> Osho died on January 19, 1990.<sup>26</sup>

Osho urged and authorized his followers to spread his teachings as broadly as possible, throughout the world.<sup>27</sup>

To this end, his followers transcribed and recorded his discourses and shared them with others during Osho's lifetime.<sup>28</sup> In addition, Osho's followers opened meditation centers and camps in different parts of the world, offering several of his meditation techniques.<sup>29</sup> These followers have created and offer their variations of music, cultural and celebratory events, education and therapeutic courses, workshops and retreats based upon Osho's ideas.<sup>30</sup> Some of these followers and their centers have offered and continue to offer publications, recordings and newsletters relating to their activities and Osho's ideas.<sup>31</sup> Such centers have also begun operating internet websites relating to the same

<sup>24</sup> Answer to amended petition to cancel, p. 2.

<sup>25</sup> Steeg Discovery Deposition, p. 101.

<sup>26</sup> Answer to amended petition to cancel, p. 3.

<sup>27</sup> Hemenway testimony at p. 13-14; Steeg discovery deposition at 99.

<sup>28</sup> Id. at 8; Terharr Testimony at 39; Freeman Testimony at 33; Discovery Deposition on written questions of Keerti at q. 84-87.

<sup>29</sup> Naster Testimony at 24, 27 and 30; Tiwari Testimony at 7-9; Dadigan Testimony at 14-15 and 114-116; Rosansky Testimony at 11; Freeman Testimony at 8-9; and Terharr Testimony at 7-9.

<sup>30</sup> Id.

<sup>31</sup> Rosansky Testimony at 23-24, 77; Dadigan Testimony at 14, 21; Freeman Testimony at 10-11; Terharr Testimony at 45; Naster Testimony at 41-2.

subjects.<sup>32</sup> These centers operate independently and separately from one another, without coordination by any single source or hierarchy.<sup>33</sup> Osho gave each center a name as a gift and a certificate bearing such name.<sup>34</sup> However, Osho neither controlled nor created a hierarchy to control or supervise these centers.<sup>35</sup> Nonetheless, in 1989, upon adoption of his name, Osho requested that the centers use Osho in their names so people would recognize them as meditation centers based upon his teachings and ideas.<sup>36</sup> Most centers immediately complied with this request.

### **Plaintiff's Standing**

Plaintiff must prove its standing as a threshold matter in order to be heard on its substantive claims. See, for example, *Lipton Industries, Inc. v. Ralston Purina Co.*, 670 F.2d 1024, 213 USPQ 185 (CCPA 1982). The purpose of the standing requirement is to prevent mere intermeddlers from initiating proceedings. Thus, the Federal Circuit has enunciated a liberal threshold for determining standing, namely, whether a plaintiff's belief in damage has a reasonable basis in fact and reflects a real interest in the

<sup>32</sup> Rosansky Testimony at 16; Freeman Testimony at 13-14; Terharr Testimony at 17-18; Naster Testimony at 50; Hemenway Testimony at 100.

<sup>33</sup> *Id.*

<sup>34</sup> Hemenway Testimony at 13-14; Naster Testimony at 22; Terharr Testimony at 35.

<sup>35</sup> Tiwari Testimony at 11; Dadigan Testimony at 39-40; Hemenway Testimony at 43-4; Rosansky Testimony at 8; Freeman Testimony 12.

<sup>36</sup> Plaintiff's Fourth Notice of Reliance, doc. 5.

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case. See *Ritchie v. Simpson*, 170 F.3d 1092, 50 USPQ2d, 1023 (Fed. Cir. 1999). See also *Jewelers Vigilance Committee Inc. v. Ullenberg Corp.*, 853 F.2d 888, 7 USPQ2d 1628 (Fed. Cir. 1988).

In this case, plaintiff has established that it is an association of individuals and centers, including members in the United States, who are involved in spreading the teachings of Osho and utilizing the term OSHO in so doing.<sup>37</sup>

Plaintiff's charter charges plaintiff with preserving and protecting the rights of its members to so use the term OSHO.<sup>38</sup> We find that plaintiff's members seek, inter alia, to make descriptive or generic use of the term OSHO for many of the same products and services that are the subject of defendant's involved applications and registrations.

As a potential competitor who would use the term OSHO generically, plaintiff has established its standing to oppose defendant's marks and petition to cancel its registrations. See, e.g., *Lipton Industries*, supra, (One basis for standing includes "descriptive use of term in registered mark"); *Ferro Corporation v. SCM Corporation*, 219 USPQ 346, 352 (TTAB 1983) (Opposer "has a real interest sufficient to give it standing. The rationale is that a competitor should be free from harassment based on the presumed exclusive right which registration of a generic

<sup>37</sup> Anand Testimony at p. 2, 5.

term would erroneously accord") (citation omitted).

We note in addition that defendant does not dispute plaintiff's standing to bring the above-referenced opposition and cancellation proceedings.

### **Claim of Genericness**

A trademark or service mark that becomes generic is no longer entitled to protection. See *Park 'n Fly, Inc. v. Dollar Park and Fly, Inc.*, 469 U.S. 189, 105 S.Ct. 658, 83 L.Ed.2d 582 (1985). A mark is subject to cancellation on the ground of genericness at any time, even if it is incontestable. *Id.* 194-5, 105 S.Ct. at 662.

Evidence of the public's understanding of a particular term may be obtained from any competent source, including direct testimony of consumers, consumer surveys, listings in dictionaries, trade journals, newspapers, and other publications. See *Magic Wand Inc. v. RDB Inc.*, 940 F.2d 638, 19 USPQ2d 1551 (Fed. Cir. 1991); *In re Merrill Lynch, Pierce, Fenner, and Smith, Inc.*, 828 F.2d 1567 (Fed. Cir. 1987); and *In re Northland Aluminum Products, Inc.*, 777 F.2d 1566, 227 USPQ 961 (Fed. Cir. 1985).

### **Evidence of Genericness**

#### **1. Use by Osho**

We begin by observing that there is no evidence of record that the individual known as Osho ever used OSHO as a

trademark. Indeed, the parties agree that Osho never owned or used OSHO as a mark.<sup>39</sup> In that regard, plaintiff has made of record a published statement in which Osho expresses his opinion that certain practices, like meditations, do not lend themselves to trademark protection:

Maharishi Mahesh Yogi has copyrighted transcendental meditation and just underneath in a small circle you will find written TM – that means trademark!

For ten thousand years the East has been meditating and nobody has put trademarks upon meditations. And above all, that transcendental meditation is neither transcendental nor meditation...just a trademark.

I told [my secretary] to reply to these people, "You don't understand what meditation is. It is nobody's belonging, possession. You cannot have any copyright. Perhaps if your country gives you trademarks and copyrights on things like meditation, then it will be good to have a copyright on stupidity. That will help the whole world to be relieved...Only you will be stupid and nobody else can be stupid; it will be illegal."<sup>40</sup>

In addition, plaintiff has made of record a published statement in which Osho indicated that he neither authorized nor expected a single entity to serve as a source for his teachings and ideas:

But nobody is my follower.  
Nobody is going to be my successor.  
Each sannyasin is my representative.  
When I am dead, you all – individually – will have to represent me to the world. There is not going to be any pope. There is not going to be any shankaracharya. Each sannyasin, in his own capacity, has to represent me.<sup>41</sup>

<sup>39</sup> Defendant's brief, p. 45-7; plaintiff's reply brief, p. 3.

<sup>40</sup> Plaintiff's Fourth Notice of Reliance, doc. 2.

<sup>41</sup> Id., doc. 1.



Plaintiff has made of record further evidence of Osho's intention that his followers spread his teachings, first utilizing his name Rajneesh and later Osho when he adopted

such name:

Q And did you ever hear Osho suggest someone start a mediation center?

A You know, I don't remember those specifically, because it wasn't part of my reality. I'm aware that it was going on somehow.

Somehow we all knew, you know, in the course of what was going on, that the people were coming and people who weren't staying were specifically told to go back and open centers or somehow make the work available, spread the word for other people to come. I mean, everybody, whether they were given specific center names or not, sort of had that desire. And I absolutely know that people were given names for centers and specific tasks to do that.

Q By Osho himself?

A By Osho. ...

Q Do you know personally of any instance where Osho withdrew permission to use his name from any center or other entity using his name?

A No.<sup>42</sup>

Q During his lifetime did Osho authorize Sannyasins to go forth from India and to open centers in other parts of the world?

A Yes.

Q Did he during his lifetime encourage them to use his name on those centers which were devoted to his teachings and his form of meditation?

A Yes.

<sup>42</sup> Hemenway Testimony, p. 13-14.

Q Did he ever retract that permission to use his name in that way?

MS. EDELMAN: Objection to form.

A I don't know.

Q Are you aware of any writing?

A I'm not aware.<sup>43</sup>

Q You changed the name from Rajneesh to Osho?

A Yes.

Q That coincides in the same period of time where Osho adopted the name of Osho for himself?

A Yes.

Q You believe the same thing with the Sannyasins that had opened centers to change it from Rajneesh to Osho?

A Yes.

Q To your knowledge did he ever during his lifetime retract permission for them to use the name Osho in connection with centers devoted to his teaching or to his meditation techniques?

A No.<sup>44</sup>

Thus, the record in this case supports a finding that Osho himself neither claimed nor used OSHO as a trademark.

The record further supports a finding that Osho gave permission to his followers to individually open centers utilizing his name to spread his teachings throughout the world. In addition, the record supports a finding that upon

<sup>43</sup> Steeg Discovery Deposition, p. 99.

<sup>44</sup> Id. at 101.

his adoption of the name, Osho requested that such centers utilize OSHO at the beginning of their titles so they would be recognized as "Osho meditation centers."<sup>45</sup> Finally, the record supports a finding that Osho never withdrew his permission for such centers to refer to themselves using his name. Such usage, while not determinative of the issue of genericness, nonetheless illustrates that Osho did not recognize or use OSHO as a trademark, but rather indicates that he used and authorized others to use his name as a generic term for his teachings and meditations rather than as a trademark to identify a single source for goods or services related to such teachings and meditations. As a result, this evidence weighs in favor of genericness.

## 2. Dictionary Definitions and Reference Works

Plaintiff has not submitted any evidence of the term OSHO appearing in a dictionary. Defendant, for its part, has submitted entries from three dictionaries in which the term OSHO does not appear at all and one in which the term refers to Osho, the individual described above.<sup>46</sup> Defendant argues that such evidence "overwhelmingly directs a conclusion that OSHO is not a generic mark."<sup>47</sup> We disagree.

"Dictionary definitions, while not conclusive, reflect

<sup>45</sup> Plaintiff's Fourth Notice of Reliance, doc. 5.

<sup>46</sup> Steeg Testimony, Exhibit 60; Defendant's Second Notice of Reliance, docs. 19-20.

<sup>47</sup> Defendant's brief, p. 13.

the general public's perception of a mark's meaning and are thus helpful in determining whether a term is generic."

Pilates, Inc. v. Current Concepts, Inc. and Kenneth Endelman, 120 F.Supp.2d 286, 296, 57 USPQ2d 1174, 1183 (SDNY 2000), citing Murphy Door Bed Co. v. Interior Sleep Sys., Inc., 874 F.2d 95, 101 (2d Cir. 1989). In this case, we cannot determine from the evidence of record the number of individuals who are followers of Osho. Thus, the absence of references of any kind to OSHO in three of the four English language dictionaries submitted by defendant may simply reflect the relatively small number of English speaking individuals who follow Osho and his teachings. As a result, the dictionary evidence of record does not support a finding that the relevant consuming public perceives OSHO either as a generic term or a trademark. As such, this evidence is far from conclusive on the issue of genericness.

Plaintiff has submitted the following evidence in which

OSHO appears in printed reference books:

Different religious groups have different affirmations, renunciations, rituals, core symbols, and dogmas that promote and maintain personal reorganization....

For example, the Osho movement, which was originally founded by Rajneesh, does not renounce wealth but affirms it (Thompson and Heelas 1986). Adherents of the movement differ from mainstream society in the means they advocate for acquiring wealth and the attitude they have toward using it, but on the whole they stand with mainstream society in contrast to more traditional religious groups....

Some new religions argue that truth is attained by nonpropositional revelation – that is, by something other than a set of rational propositions. They contend that truth has little to do with ideas but a lot to do with meditation or silence. As the Bhagwan Shree Rajneesh puts it, “Spirituality simply means that you have gone beyond the mind. Ideas as such are transcended.”

Many Americans who join new religions, such as the various meditation groups, come from upper-middle-class homes in which intellectual and/or professional achievements are highly valued... (New Religions as Global Cultures, Making the Human Sacred, Irving Hexhan and Karla Poewe (1997);<sup>48</sup>

The Osho movement is the only movement, apart from the Brahma Kumaris, that has a female majority in leadership and administrative roles...

The women’s movement has been highly critical of the master-disciple relationship for its encouragement of female submissiveness to a male master. The requirement to wear a mala was a particularly regressive symbol to feminists, who single out the Osho movement for criticism on this score. Yet a number of women sannyasins had been in the women’s movement prior to joining...

The predominant media image of the Osho movement during Osho’s lifetime was of a “sex cult” led by a “sex guru.” However, his aim was to create a scientific yet sacramental sexuality based on a synthesis between Tantra and Reichian psychotherapy...

Although the “free love ethic” was normative in the Osho movement, sexual behaviour was as varied as elsewhere in Western society, and serial monogamy was the predominant pattern especially among long-term sannyasins...

(The New Age Movement, The Celebration of the Self and the Sacralization of Modernity, Paul Heelas (1996);<sup>49</sup>

<sup>48</sup> Id., doc. 12.

<sup>49</sup> Id., doc. 13.

This use of OSHO in reference works is generic because it identifies OSHO as a religious and meditative movement and not as a trademark. Accordingly, this evidence weighs in favor of genericness.

### 3. Media Usage

Plaintiff has made of record examples of use of OSHO in various printed publications. The following examples are illustrative:

Puttick's research is based in Britain, where she has personally participated in Eastern-based, New Age, and shamanic religious practices, and was, for five years, a disciple of the Indian guru best known as "Osho."...The group discussed in most depth is the Osho movement, yet references to an incredibly wide variety of New Religious Movements are interspersed throughout....

Puttick describes the typical member of the Osho movement and other Eastern-based movements as class, well educated, professionally qualified, has been divorced at least once, has suffered a "personal crisis," has been through mysticism, drugs, politics, feminism and is "thirtyish"....

...The Osho movement stands out as promoting and preferring women for leadership roles.  
(NWSA Journal, Summer 1998);<sup>50</sup>

Now you see it, now you don't. You read a newspaper report that Asia Television Network (ATN) has gone off the air, then you switch on your television and the channel's right there....

Though 75 per cent of the programming is film-based, they also have religious programmes in the morning – everything from Osho to Hindu and Islamic themes....  
(Business Line, September 15, 1997);<sup>51</sup>

<sup>50</sup> Plaintiff's Second Notice of Reliance., doc. 1.



Fearing the apocalypse, Osho – a Hindu meditation group formed by the late Bagwan Shree Rajneesh – moved onto a spectacular patch of land near Alto Paraso where it runs a type of eco-spiritual resort.

(Sun-Sentinel [Fort Lauderdale, FL] June 2, 1999);<sup>52</sup>

The Taliban and others say they will wage a Holy War and that the God of Islam is behind them.

So be it.

We will meet them on the fields of the holy battleground.

But behind us, we also have a God.

The God(s) of Christianity, Judaism, Baha'i, Mormon, Jehovah's Witnesses, Buddhism, Hinduism, Shinto, Confucianism, Jainism, Taoism, Sikhism, Moonies, Hare Krishna, Zoroastrianism, Roma, Asatru, Druidism, Wicca, Caodism, Damanhur, Druse, Gnosticism, Lukumi, Macumb, Mowahhidoon, Unitarians, Native Americans, New Age, Osho, Thelem, and so many others.

Plus we have behind us, the God of true Islam.

Are they prepared?

(Intelligencer Journal [Lancaster, PA.] September 24, 2001);<sup>53</sup>

At first glance, prisons may seem an unlikely place to find religion. There's not much in the way of stained glass, but plenty of security fencing and razor wire...

But as inmates grapple with the despair and monotony of prison life, some find religion for the first time. Others return to the beliefs of their childhood or the religion they abandoned as teens and adults for more worldly and criminal ways...

The prison population also includes five Mennonites, one Coptic Christian, two Jainists, one Sikh, a Confucian, 23 Unitarians and seven

<sup>51</sup> Id., doc. 2.

<sup>52</sup> Id., doc. 3.

<sup>53</sup> Id., doc. 4.

Quakers.

There are Druids and Wiccans, practitioners of Shamanism, Osho, Santeria and Zoroastrianism...  
(The Dallas Morning News, July 14, 2002);<sup>54</sup>

Going over the articles in this issue on Health Consciousness, I took notes from each and every one to include in this column. With my space limited, however, none can be shared, but you'll surely find your own favorite.

Welcome New Advertisers & Newz!

-Rev. Pipsa Hos, Sound and Healing, mediator of sound medicine and crystal bowl healing concerts.  
She resides in Odessa

-Lauana Lei's Enviro-Clay Intl., magnetic clay detox bath kits, Mars Hill, NC

-Swami Prem Prabuddh's Osho event (see special events)  
(Tampa Bay New Times September 1998/October 1998);<sup>55</sup>

When Pragito Dove first sat down to meditate all those years ago in London, she never dreamed she'd spend time in India, write a book called "Lunchtime Enlightenment: Modern Meditations to Free the Mind and Unleash the Spirit – at Work, at Home, at Play." ...

"I'm a bit of a fidget, and I can't really sit still for very long, so those long Zen things don't work for me," she says. "You can imagine how great it was for me to be doing all this gibberish (another Osho meditation technique) and all this laughing or crying or dancing. I realized I can sit there after I've been doing something energetic."

(The San Francisco Chronicle July 8, 2001);<sup>56</sup>

This evidence demonstrates use of OSHO in the media as

<sup>54</sup> Id., doc. 5.

<sup>55</sup> Id., doc. 7.

<sup>56</sup> Id., doc 9.

a generic term for a religious and meditative movement and not as a trademark. "Newspaper and magazine use of a term in a generic sense is strong evidence of genericness." *Pilates*, 120 F.Supp.2d at 300, citing *Harley-Davidson, Inc. v. Grottanelli*, 164 F.3d 806, 811 (2d Cir. 1999).

4. Use by Plaintiff and Others in the Trade

In his discovery deposition, defendant's director, Klaus Steeg, acknowledged that in 1994 there were over 300 OSHO information and meditation centers located in 45 countries.<sup>57</sup> Further, and despite defendant's efforts at enforcement, Mr. Steeg was unable to say how many of those centers were licensed by defendant's predecessor, or how many centers existed at the time of his discovery deposition.<sup>58</sup> In addition, plaintiff has made of record testimony and evidence of use of OSHO by its members and third parties:

Q You testified that you changed the corporate name of the Deepta Rajneesh Meditation Center to Osho Deepta in 2002, 2001?

A Yes.

Q And at that time did OIF Zurich object to the change?

A No.

Q Did Global Connections object to the change?

A No.

<sup>57</sup> Plaintiff's First Notice of Reliance, doc. 6.

<sup>58</sup> Id.

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Q In your opinion, could the center carry on what you have described as the purpose of the center, in a real way, if it were not allowed to use the word Osho to refer to those activities?

A No.

Q Why not?

MS. EDELMAN: You mean in its trade name?

MS. DUCHANE: Q To refer to the activities, that's the question.

A Right. Osho — I mean, Osho is like the blood of it. If you can't, you know, if you can't describe it by its substance, how can you describe it? You know, it's not like we could call ourselves the Priya Meditation Center, that's meaningless. The fact is that it's an Osho meditation center. We couldn't describe what we're doing as, you know, Shivanandas meditation, they're Osho meditations.

Q So that would be, if I understand you correctly, partly because some of the meditation techniques that you use are Osho's meditation techniques?

A Right;<sup>59</sup>

Q What kind of work do you do [at your work address]?

A Run the Osho center.

Q Are you an Osho sannysin?

A Yes.

Q How long have you been an Osho sannysin?

A January 6, 1981.

Q Were you involved with Osho Viha [center] during the period when Osho was still alive?

<sup>59</sup> Hemenway Testimony, p. 46-7.

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A Yes.

And did the center have a legal relationship with Osho at the time?

A No.

Q To your knowledge, did Osho ever ask Osho Viha to sign a legal agreement with him?

A No.

Q. To your knowledge, did Osho ever establish any kind of legal hierarchy to supervise or control Osho Viha?

A No.

Q During the time you've been involved with the center, did Osho Viha ever agree to be part of a legal hierarchy where the center would be subject to outside control?

A No.

Q To your knowledge, did Osho ever transfer legal authority over the centers to anyone else?

A No.

Q Does Osho Viha use Osho in its activities?

A Yes.

Q Does — well, you've already testified that it uses Osho in its activities and its name. Does it use Osho in any other way?

A Well, Osho activities, Osho books, everything we do is Osho.

Q What are the activities of your center, what kind of activities does your center engage in?

A Well, we had Satsang meditation, we have Kundalini, not at the center, but we have Kundalini and promote it, we have musicians and people coming through that we advertise and promote and make them known, and of course we sell all kinds of Osho products.

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Q And what is an Osho product?

A Well, Osho's books, Osho's meditation CDs,  
Osho's tapes.

Q Do you believe you could continue fulfilling  
the purpose of your center if you were not allowed  
to call the center Osho Viha?

A No. It has to be Osho. Viha you could  
eliminate but you can't eliminate Osho.

Q Why is that?

A Because everything is Osho. If there's no  
Osho, then there's nothing.<sup>60</sup>

Osho Viha Information Center is proud to supply  
books, tapes, CDs, videos, Tarot cards and other  
reflections of Osho's work, to you through this  
web site. Please use the links on this page to  
find the Osho material you want and contact us.  
We are always happy to assist you;<sup>61</sup>

**Osho Networking**

Osho International Commune Information and Booking  
— Call Ma Avinasho at Viha...

Osho Times Subscriptions — Call Viha OMC...

Osho Commune International...

Osho Net Computer Network...

Major Osho Centers in the USA—

Osho America-Yorba Linda, CA

Osho Bindu-Encinitas, CA

Osho Payonidhi-New York City, NY

Osho Suravi-Seattle, WA

Osho Viha-Mill Valley, CA;<sup>62</sup>

Q Are you familiar with any meditation techniques  
created by Osho?

A Yes.

<sup>60</sup> Rosansky Testimony, p. 7-28.

<sup>61</sup> Id., Exhibit 2.

<sup>62</sup> Id., Exhibit D.



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Q What's your familiarity with those techniques?

A Well, I have done all of them for years.

Q For how many years?

A Since 1977.

Q Okay. And were you ever aware or were you ever informed that Osho had restricted the use of his meditation techniques by centers or individuals?

A No.

Q Were you ever aware that Osho issued a legal license to use his meditation techniques?

A No.

Q Have you ever been informed that Osho transferred any rights to control his meditation techniques to anyone else?

A No.<sup>63</sup>

THE ESSENTIAL OSHO DIRECTORY  
Osho Viha Information Center:  
Osho Commune International:  
Pune Information and Booking Center:  
Osho Pages on the World Wide Web:<sup>64</sup>

In the autumn of that year I found out about the Osho commune, Medina Rajneesh, and I immediately booked in for the Birthday Celebration weekend.

Over a weekend in August I was attuned to Osho Neo-Reiki Level One. The four attunements were very special and very powerful, and the reconnection with Osho meditations encouraged me to dive back into sannyas.<sup>65</sup>

REIKI + OSHO = Awesome weekend  
Courses — all levels, all locations. Amazing,

<sup>63</sup> Dadigan Testimony, p. 8.

<sup>64</sup> Rosansky Testimony, Exhibit 2.

<sup>65</sup> Id.

powerful healing in your hands & deep meditative awareness, sensitivity, skill, as you channel this energy. Distance sessions available. Call today.<sup>66</sup>

Plaintiff's evidence demonstrates generic use of OSHO for meditative techniques and a meditative movement by members of plaintiff who are competitors with defendant and third-parties, including use with the permission of Osho himself, as discussed above. Such use "by competitors and other persons in the trade weighs strongly in favor of genericness." *Pilates*, 120 F.Supp.2d at 299.

#### 4. Use By Defendant

Defendant has made of record numerous documents in which it claims trademark use of OSHO and its asserted OSHO formative marks. However, many of these same exhibits demonstrate use of OSHO as a generic term.

Osho International Meditation Resort is a great holiday destination where visitors can have a direct personal experience of the Osho vision of a new way of living with more alertness, relaxation and fun. Located in Pune, India, the resort attracts thousands of people from around the world every year. Courses and workshops ranging from creative arts and holistic health to personal transformation and therapy are offered, as well as a full daily schedule of meditations.<sup>67</sup>

Just released by the Harmony Imprint of Random House (USA) this groundbreaking work brings Osho publishing to a new level, and introduces Osho to a new generation of readers. *The Book of Understanding* is drawn from Osho's revolutionary and prescient talks in America, given at a time

<sup>66</sup> Id.

<sup>67</sup> Steeg Testimony, Exhibit 29.

when Ronald Reagan was leading the country with a cowboy mentality and a Christian fundamentalist worldview.<sup>68</sup>

**ONLY IN eBook FORMAT**

There are several books in eBook format in English that are not available in any other form. One of them is a fascinating compilation of Osho insights into the seven energy centers of the body-mind known as "chakras." For more information see The Seven Vital Energy Centers.<sup>69</sup>

Osho International Foundation in Switzerland a non profit foundation is the registered copyright owner of all the published and unpublished Works by Osho and the owner of other intellectual property including the trademark OSHO and ancillary rights, music, photos, art, images related to Osho and/or Osho International Foundation.

More than 22 publishing houses in more than 80 countries around the world have publishing licenses signed with the foundation. Currently we have 2,537 active publishing contracts in a total of 54 languages around the world. Each contract represents an Osho book reaching thousands of readers. Total annual sales are now close to 3 million copies – 10 to 15 times the volume of sales during Osho's lifetime. In 2004 alone Osho International signed 395 publishing agreements for Osho titles worldwide – the equivalent of more than one new Osho title or reprint per day.<sup>70</sup>

**OSHO TIMES**

**OSHO MEDITATIONS FOR BUSY PEOPLE**

Would you like to discover another Osho Meditation?

Remember "I am"<sup>71</sup>

**The OSHO Experience**

<sup>68</sup> Id., Exhibit 46.

<sup>69</sup> Id.

<sup>70</sup> Id.

<sup>71</sup> Id.

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A new magazine-style coffee table presentation of the Osho experience. This elegant, notebook-sized production will be of interest both to those already familiar with Osho and those wanting to know exactly what "Osho" can mean for them today.<sup>72</sup>

As you are interested in Osho, I am enclosing our latest book and audio-tape lists. You can find subscription forms for both the English and Hindi editions of the Osho Times International magazine included in this mailing. Subscribing to it is a beautiful way to be in touch with what is happening here in the commune, news about Osho and His work from around the world. Each issue features excerpts from Osho's discourses, colorful pictures and other news from the world of Osho. In it you can also find more information about the Osho meditation camps happening in your area. I am sending you an English Osho Times as a gift by separate mail.<sup>73</sup>

**OSHO INTERNATIONAL  
Secretariat**

We received your request to open an Osho meditation center. Recently Osho said that all new meditation centers be called "Osho Meditation Center." So, the name for your center is Osho Meditation Center.

We've enclosed the guidelines for His meditation centers and your center's name paper with this letter. Let us know how you're doing from time to time.<sup>74</sup>

**NEW FROM OSHO MYSTERY SCHOOL  
Osho Dreamwork**

Using the energy and insight contained in dreams to further creativity and mystical transformation.

**Osho Creative Leap: Out of the Gap**  
A seven day, four-stage leap into a new creative surge.

<sup>72</sup> Id.

<sup>73</sup> Id., Exhibit 73.

<sup>74</sup> Id., Exhibit 94.

## Opposition No. 91121040 et.al.

A permanent jump in understanding and creativity.

### Osho Co-Dependency

As a child, one way or another, we were betrayed. We lost touch with ourselves and with our feelings and became false. Now, when we get close to someone, we lose ourselves because we don't know who we are. We lose our personal boundaries. This is co-dependency. The remedy is to create a whole new way of relating.

### Osho Deprogramming: Cutting the Roots of Fear

...Short and immensely powerful, it is not a therapy, not a catharsis, not a training, not a process. It imparts no new body of knowledge. It is utterly new and unique. It is a transmission, a revolution – surgical and final.

### Osho Tibetan Pulsing Healing

Using hidden techniques from the monasteries of Tibet and China, this profound energy work involves the internal organs of the body and brings subconscious experience to the surface, exploding into a new awareness. It gives new meaning to the word "release."<sup>75</sup>

Thus, notwithstanding its claim of trademark rights in OSHO and OSHO-formative marks, defendant itself uses OSHO as a generic term at least for meditative techniques as well as those related to spirituality and religion. Such use further weighs in favor of a finding of genericness.

### Analysis

In determining whether the primary significance of a term is generic, our primary reviewing court has stated:

...[D]etermining whether a mark is generic ... involves a two-step inquiry: First, what is the genus of goods or services at issue? Second, is the term sought to be registered ... understood by the relevant public primarily to refer to that genus of goods or services?

H. Marvin Ginn Corporation v. International Association of

<sup>75</sup> Id., Exhibit 105.

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Fire Chiefs, Inc., 782 F.2d 987, 228 USPQ 528, 530 (Fed. Cir. 1986). See also In re American Fertility Society, 188 F.3d 1341, 51 USPQ2d 1832 (Fed. Cir. 1999). The critical issue in genericness cases is, therefore, whether members of the relevant public primarily use or understand the term sought to be registered to refer to the genus or category of goods or services in question. See In re Montrachet S.A., 878 F.2d 375, 11 USPQ2d 1393, 1394 (Fed. Cir. 1989); In re Merrill Lynch, supra; and Zimmerman v. National Assn. Of Realtors, Inc., 70 USPQ2d 1425 (TTAB 2004).

In some genericness cases, the specification of the genus of goods or services is a subject of dispute. See, e.g., In re American Institute of Certified Public Accountants, 65 USPQ2d 1972, 1981 (TTAB 2003). In the case at hand, we find the genus to be cogently specified by defendant's identifications of goods and services in the subject registrations and applications. See In re Reed Elsevier Properties Inc., 77 USPQ2d 1649, 1654 (TTAB 2005) ("we consider applicant's identification as largely defining the genus of services involved in this case"), aff'd 482 F.3d 1376, 82 USPQ2d 1378 (Fed. Cir. 2007).

Based upon the testimony and evidence of record, we find that the primary significance of OSHO is as a religious or meditative movement, and not as a source identifier for goods or services. The parties do not dispute that the



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mystic known as Osho developed a number of meditative techniques, established centers to spread the teaching of such techniques, and encouraged his followers to do the same. Further, the evidence outlined above demonstrates that OSHO is understood by the public to refer to these meditation techniques as well as the meditative and religious movement that developed around them.

We recognize that OSHO does not present a clear case of a generic noun, but rather often appears as a generic adjective. Certain of the evidence referenced above points to use of OSHO as a generic noun for a religious or meditative movement. More commonly, however, the term OSHO appears as an adjective, directly naming the most important or central aspect or purpose of defendant's goods and services, that is, that they are based upon the religious and meditative teachings of the mystic Osho. As such, this term is generic and should be freely available for use by competitors. See *In re Northland Aluminum Products, Inc.*, supra, (BUNDT for coffee cake held generic); *In re Sun Oil Co.*, 426 F.2d 401, 165 USPQ 718 (CCPA 1970) (CUSTOMBLENDED for gasoline held generic because category of gasoline was blended personally for the motorist); and *In re Central Sprinkler Co.*, 49 USPQ2d 1194, 1199 (TTAB 1998). As a result, defendant cannot appropriate the term OSHO to identify the source of its goods and services related to

such teachings.

As this tribunal previously held in *American Montessori Soc'y, Inc. v. Association Mostessori Internationale*, 155 USPQ 591 (TTAB 1967): "it necessarily follows that if the term 'MONTESSORI' is generic and/or descriptive as applied to the 'MONTESSORI' teaching methods, it is equally so as used in connection with toys, games, teaching aids, and other material employed in connection with said methods." *Id.* at 593. See also *Pilates, Inc.* at 304. In this case, because the term OSHO is generic for a series of religious and meditative teachings, it is necessarily generic for goods and services offered in connection therewith. See *Pilates, Inc.* at 304-5. Because the evidence of record shows that consumers identify the term OSHO with a series of meditative and religious teachings, defendant cannot monopolize such teachings by asserting trademark rights in the generic term used to identify them.

"A final factor in the genericness inquiry is the availability of other means to describe the product or service at issue." *Pilates, Inc.* at 305. In this case, testimony and evidence of record establishes that Osho himself requested that his followers change the names of their centers to include OSHO so that they would be recognized as "Osho centers." Further testimony and evidence establishes that the term OSHO is necessary to

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describe the meditations, practices and beliefs that form the core of the OSHO meditative and religious movement. Several witnesses have stated that they do not, and cannot, use any other term to describe the teachings and techniques of OSHO. As such, the term OSHO must be freely available for the practitioners and followers of the mystic Osho to be able to identify their activities based upon his teachings.

Based upon the foregoing, we find the term OSHO is generic for the meditations devised by the mystic Osho and the meditative and religious movement arising therefrom. As a result, defendant cannot foreclose others from utilizing the term OSHO to describe their own goods and services based upon such meditations and movements.

Accordingly, we grant plaintiff's petition to cancel as to those marks consisting in whole of the term OSHO, and Registration Nos. 1815840; 2180173; and 2174607 will be cancelled in due course.

### **Claim of Mere Descriptiveness**

A term is deemed to be merely descriptive of goods or services, within the meaning of Trademark Act Section 2(e)(1), if it forthwith conveys an immediate idea of an ingredient, quality, characteristic, feature, function, purpose or use of the goods or services. See, e.g., *In re Gyulay*, 820 F.2d 1216, 3 USPQ2d 1009 (Fed. Cir. 1987); and *In re Abcor Development Corp.*, 588 F.2d 811, 200 USPQ 215,

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217-18 (CCPA 1978). A term need not immediately convey an idea of each and every specific feature of the defendant's goods or services in order to be considered merely descriptive; it is enough that the term describes one significant attribute, function or property of the goods or services. See *In re H.U.D.D.L.E.*, 216 USPQ 358 (TTAB 1982); and *In re MBAssociates*, 180 USPQ 338 (TTAB 1973).

Whether a term is merely descriptive is determined not in the abstract, but in relation to the goods or services for which registration is sought, the context in which it is being used or is intended to be used on or in connection with those goods or services, and the possible significance that the term would have to the average purchaser of the goods or services because of the manner of its use or intended use. That a term may have other meanings in different contexts is not controlling. See *In re Bright-Crest, Ltd.*, 204 USPQ 591, 593 (TTAB 1979). It is settled that "[t]he question is not whether someone presented with only the mark could guess what the goods or services are. Rather, the question is whether someone who knows what the goods and services are will understand the mark to convey information about them." *In re Tower Tech Inc.*, 64 USPQ2d 1314, 1316-17 (TTAB 2002).

Finally, we note that a mark need not describe all of the goods or services for which registration is sought.

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Registration must be refused if the mark is merely descriptive of any of the goods or services for which registration is sought. See *In re Quik-Print Copy Shop, Inc.*, 616 F.2d 523, 205 USPQ 505, 507 (CCPA 1980); and *In re Patent & Trademark Services Inc.*, 49 USPQ2d 1537, 1539 (TTAB 1998).

In this case, the above evidence of record supports a finding that OSHO merely describes, without conjecture or speculation, a significant characteristic or feature of defendant's goods and services, namely, that they involve or are based upon the meditative techniques as well as the meditative and religious movement arising from the teachings of the mystic Osho.<sup>76</sup> Indeed, the identifications of goods and services for several of the involved marks specifically recite "the field of the teachings of the mystic Osho" as their subject matter.<sup>77</sup> We further note that defendant's disclaimer of additional wording in many of its applied-for marks is a concession that such wording is merely descriptive. Moreover, the combination of OSHO and the disclaimed, descriptive wording in the applied-for marks

<sup>76</sup> In its brief on the merits of the case, defendant argues in the alternative that its asserted OSHO marks have acquired distinctiveness under Section 2(f) of the Trademark Act. However, defendant did not plead that its marks have acquired distinctiveness in any of these consolidated proceedings. Accordingly, the issue of acquired distinctiveness of the term OSHO under Section 2(f) is not before us.

<sup>77</sup> See application Serial Nos. 75834601; 76060676; 75683097; 76210213; 76158894; 76158895; and 76158893, *supra*.

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does not create any new or different significance beyond the merely descriptive meaning thereof.

We find, therefore, as follows:

The mark OSHO ACTIVE MEDITATIONS in application Serial No. 75834601, consisting of the descriptive term OSHO and the disclaimed wording ACTIVE MEDITATIONS, merely describes a function or characteristic of the recited services, namely, that the educational services, spiritual counseling and meditations employ active meditation techniques created by the mystic Osho;

The mark OSHO ZEN TAROT in application Serial No. 76159554 consists of the descriptive term OSHO, the disclaimed term TAROT, and the term ZEN. We note that defendant's own evidence indicates that its instruction books and Tarot playing cards are used for "THE TRANSCENDENTAL GAME OF ZEN."<sup>78</sup> We further take judicial notice of the word "ZEN:" "An approach to religion, arising from Buddhism, that seeks religious enlightenment by meditation in which there is no consciousness of self."<sup>79</sup> Thus, we find that the mark OSHO ZEN TAROT merely describes books and playing cards as well as an on-line computer game

<sup>78</sup> Steeg Testimony, Exhibit 32.

<sup>79</sup> The American Heritage New Dictionary of Cultural Literacy, 3d ed. (2005). The Board may take judicial notice of dictionary definitions, including online dictionaries which exist in printed format. See *In re CyberFinancial.Net Inc.*, 65 USPQ2d 1789, 1791 n.3 (TTAB 2002). See also *University of Notre Dame du Lac v. J.*

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employing Tarot cards combining the meditation techniques of  
Zen Buddhism and Osho;

The mark OSHO TRANSFORMATION TAROT in application  
Serial No. 76159553 consists of the descriptive term OSHO  
and the disclaimed term TAROT. In addition, defendant's  
evidence indicates that its OSHO TRANSFORMATION TAROT  
provides "insights & parables for renewal in everyday  
life."<sup>80</sup> We further take judicial notice of the following  
definition of "TRANSFORMATION:" the act or process of  
transforming; the state of being transformed; change in  
form, appearance, nature, or character.<sup>81</sup> Thus, we find  
that the mark OSHO TRANSFORMATION TAROT merely describes  
books and playing cards as well as an on-line computer game  
employing Tarot cards utilizing Osho meditative techniques  
to achieve change in one's nature;

The mark OSHO KUNDALINI MEDITATION in application  
Serial No. 76060676 consisting of the descriptive term OSHO  
and the disclaimed wording KUNDALINI MEDITATION, merely  
describes a function or characteristic of the recited  
services, namely, that the educational services, spiritual  
counseling and meditations employ Kundalini meditation  
techniques created by the mystic Osho;

C. Gourmet Food Imports Co., Inc., 213 USPQ 594 (TTAB 1982),  
*aff'd*, 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983).

<sup>80</sup> *Id.*

<sup>81</sup> Random House Dictionary (2009).



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The mark OSHO in application Serial No. 75683097 merely describes a function or characteristic of the recited educational services, namely, that they provide instruction pertaining to the teachings of the mystic Osho;

The mark OSHO NADABRAHMA MEDITATION in application Serial No. 76210213, consisting of the descriptive term OSHO and the disclaimed term NADABRAMHA MEDITATION, merely describes a function or characteristic of the recited educational services, namely, that they employ Nadabramha meditation techniques created by the mystic Osho;

The mark OSHO MEDITATION RESORT in application Serial No. 76158894, consisting of the descriptive term OSHO and the disclaimed term MEDITATION RESORT merely describes a function or characteristic of the recited services, namely, that the educational services, spiritual counseling, meditations and meditation information are provided at a meditation resort employing Osho's meditation techniques;

The mark OSHO MULTIVERSITY in application Serial No. 76158895, consisting of the descriptive term OSHO and the disclaimed term MULTIVERSITY, merely describes a function or characteristic of the recited services, namely that the educational services, spiritual counseling and meditations, and meditation information in the field of the mystic Osho is provided at a university with several campuses;

The mark OSHO TIMES in application Serial No. 76158893,

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consisting of the descriptive term OSHO and the disclaimed term TIMES, merely describes the recited on-line periodicals on the subject of the teachings of the mystic Osho; and The mark OSHO REBALANCING in Registration No. 2322901 consists of the descriptive term OSHO and the term REBALANCING. We hereby take judicial notice of the following definition of REBALANCE: "to restore balance or equilibrium to something."<sup>82</sup> Thus, we find that OSHO REBALANCING merely describes a function or characteristic of the recited educational books and printed materials in the field of religion and philosophy, namely, that they employ the teachings of Osho to promote a restoration if equilibrium.

### **Plaintiff's Remaining Claims**

Having found that defendant's marks are generic and/or merely descriptive, we do not reach the issues of whether the applications at issue and applications underlying the registrations at issue are void *ab initio*; whether the marks in the involved applications and registrations have been abandoned; and whether defendant has committed fraud against the USPTO.

DECISION: plaintiff's petition to cancel is hereby granted on the ground of genericness as to Registration Nos. 1815840; 2180173; and 2174607. Plaintiff's petition to

<sup>82</sup> Webster's New Millennium Dictionary of English (2009).

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cancel is further granted on the ground of mere  
descriptiveness as to Registration No. 2322901.

Accordingly, these registrations will be cancelled in due  
course. Plaintiff's oppositions to the registration of  
application Serial Nos. 75834601; 76159554; 76159553;  
76060676; 75683097; 76210213; 76158894; 76158895; and  
76158893 are sustained on the ground of mere  
descriptiveness.



US BOARD RULES OSHO IS A RELIGIOUS MOVEMENT, NOT A BRAND NAME

# 'Osho' freed from trademarks

Abhay Vaidya, Pune

Pics: Osho International Foundation

A landmark ruling by the United States Patent and Trademark Office (USPTO) has put an end to a bitter trademark battle that raged for nearly 10 years between two factions of Indian mystic Osho 'Rajneesh' (Chandra Mohan Jain).



followers of Indian mystic Osho 'Rajneesh' (Chandra Mohan Jain).

In January 13 ruling, the USPTO's Trademark Trial and Appeal Board cancelled a series of trademarks with the word 'Osho' registered by Osho International Foundation (OIF, Zurich).

Osho Friends International, New Delhi, had filed a petition challenging these trademarks ten years ago.

The trademarks that stand cancelled



**Sole no more:** The ruling has come after a decade of legal wrangling

include Osho, Osho active meditations, Osho zen tarot, Osho transformation tarot, Osho Kundalini meditation, Osho Nadabramha meditation, Osho meditation resort, Osho Multiversity, Osho Times and Osho Rebalancing.

"Plaintiff's petition to cancel is here-

by granted on the ground of genericness and mere descriptiveness," the ruling by administrative trademark judges Charles Grendel, Peter W Cataldo and Tom Wellington said.

"The primary significance of Osho is as a religious or meditative movement, and not as a source identifier for goods and services," the ruling stated.

The verdict has been widely hailed by Osho's followers worldwide, particularly those who were in favour of free, unrestricted distribution of Osho's works.

"We were fighting this battle for nearly 10 years and we are relieved," OFI spokesperson Swami Chaitanya Keerti said while speaking to DNA.

The OFI website said: "Osho's message is for the benefit of humanity and should essentially be in the free domain."

## Trademarks of Osho cancelled in US

In an unanimous verdict, the United States Patent and Trademark Office (USPTO), an agency of the United States government, on January 13 has established that Osho and his works cannot be trademarked.

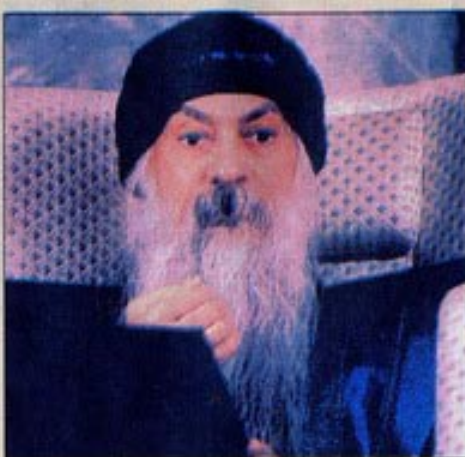
In response to the opposition lodged by Osho Friends International (OFI) India -- an association of Osho Meditation Centres and Osho lovers -- against Osho International Foundation (OIF) Zurich, the USPTO ruled that Osho's name is used to describe the teachings and meditation techniques of Osho and the spiritual and meditative movement that grew up around him.

Since "Osho" does not identify only one Osho group as the source, it cannot serve as a trademark owned by Osho International Foundation. As a result, defendant OIF can not foreclose others from utilising the term 'OSHO'.

The board has cancelled all trademark registrations and applications filed by

Soon after 'Osho', left his body in 1990, Osho International Foundation (OIF) started to register the name 'OSHO' and his meditations as trademarks in the USA, and attempted to hijack the legacy of Osho. On the basis of these registrations, the Zurich entity started to monopolise Osho and his heritage of meditations. The Zurich entity used these maneuvers to harass and force many centres around the world into restricting their work to spread Osho consciousness and vision. Many Osho centres closed their centres to avoid dealing with the threats of legal actions by OIF using their purported claims of ownership of trademarks, copyrights etc.

In March 2000, a web site [www.oshoworld.com](http://www.oshoworld.com) dedicated to making the huge volume of Osho discourses freely available on the internet, was served with a notice and pulled down from the net. Relying upon their registrations of trademarks, the Zurich entity tried to force Osho Dhyani Mandir to abandon the



[www.oshoworld.com](http://www.oshoworld.com) and transfer its ownership to them. In its verdict on July 28, 2000, the National Arbitration Forum of USA decided in favour of Osho Dhyani Mandir and stated that: "To grant (OIF, Zurich's) request for relief would be to permit virtual monopolisation on the internet by complainant (Zurich entity) of any domain name which includes the name of a

leader. While making no judgment on the relative merits or validity of the world's religions or spiritual movements or any leader thereof, this arbitrator finds that permitting this would be as improper as doing the same with Christianity, Judaism, Islam, Zoroastrianism, Hinduism, Buddhism, Taoism, Confucianism, Shintoism or any of the several hundred other religions in the

movements."

When the Zurich entity continued to work towards legal ownership control of Osho movement and centres around the world, Osho Friends decided in 2000 to file for cancellation of the said trademarks. Chicago law firm of DLF Piper Rudnick came forward with its whole hearted support to the Osho Friends, in the cause for freedom of spirituality and meditation. Some noteworthy rulings by the USPTO board included: "Based upon the testimony and evidence of record, we find that the primary significance of OSHO is as a religious or meditative movement, and not as a source identifier for goods or services...this term is generic and should be freely available for use by competitors. ... As a result, defendant cannot appropriate the term 'OSHO'."

"This term (OSHO) is generic and should be freely available for use by competitors. As a result, defendant cannot appropriate the term 'OSHO' to identify the source of its

to such teachings."

The board made it clear that no one can usurp control of religious teachings or a religious movement by claiming to own the name of the religious teacher. The board stated, "Because the evidence of record shows that (people) identify the term 'OSHO' with a series of meditative and religious teachings, defendant (Zurich entity) cannot monopolise such teachings by asserting trademark rights."

The board concluded: "Based upon the foregoing, we find the term 'Osho' is generic for the meditations devised by the mystic Osho and the meditative and religious movement arising therefrom."

As a result, defendant cannot foreclose others from utilising the term 'OSHO' to describe their own goods and services based upon such meditations and movements."

As a result of the board's decision, everyone who is legitimately conducting activities related to the work of Osho will be free to use 'Osho' to describe



# Will US trademark ruling impact Osho's work?

Osho publishing headquarters based in New York issues licences, permissions

Abhay Vaidya

A recent ruling by the United States Patent and Trademark Office (USPTO) cancelling trademarks with the name "Osho" could have a major impact on a global business empire revolving around Osho's books, audio/video recordings and meditation techniques.

On January 13, the USPTO's Trademark Trial and Appeal Board cancelled a series of trademark applications and registrations with the word "OSHO" registered by Osho International Foundation. For nearly a decade now, OIF which has its publishing headquarters at New York has served legal notices on those reproducing Osho's works or using his name on their meditation centres without their permission.

A stern note on its website states that OIF "is the sole and registered owner of all of the copyrights to all the published and unpublished words and works of Osho," and that "trademarks owned by OIF include 'OSHO', Osho signature design etc.

Many of the trademarks listed by OIF have now been cancelled by the USPTO and include: Osho, Osho active meditations, Osho zen art, Osho transformation tarot,



OIF is the sole and registered owner of all of the copyrights to all published and unpublished words, works of Osho and trademarks that include 'OSHO', etc."

—OIF website

We will find out what has been done in these 40 countries and tell Osho's followers to fight against the trademarks and copyrights."

—Swami Keerti, Osho International Meditation Centre

Osho Kundalini meditation, Osho Nadabramha meditation, Osho meditation resort, Osho Multiversity, Osho Times and Osho Rebalancing. OIF on its website states that Osho International New York is the international publishing headquarters for Osho's work, managed on behalf of the Osho International Foundation, Zurich (Switzerland).

The website directs book publishers, distributors, retailers and others interested in reproducing

Osho's works to get in touch with the New York offices for licences and permissions.

While cancelling the trademarks, the USPTO judges observed that Osho (previously known as Rajneesh) never used OSO as a trademark in his lifetime; that he wanted his followers to spread his teachings and that Osho gave permission to his followers to open centres utilising his name to spread his teachings. A few years

after Osho's death in 1990, some followers gained control over properties of the commune in Pune's Koregaon Park besides other assets.

Their "aggressive and dominating" style of functioning led to a conflict within Osho's core group of followers and some prominent members including Ma Yoga Neelam and spokesperson Swami Chaitanya Keerti were among those who were evicted from the Pune commune. Keerti and others who established Osho Friends International (OFI) at New Delhi have always opposed the OIF for commercialising Osho.

They assert that Osho wanted his works to be freely available all over the world. Their petition in the USPTO against the Osho trademarks and registrations was filed in 2000, part of this battle against copyrights or trademarks on Osho's works. The Delhi group is now determined to carry on its fight against trademarks and copyrights.

Reacting to a statement from the Osho International Meditation Resort that "Osho is now a protected trademark in more than 40 other countries around the world," Keerti said, "We will find out what has been done in these 40 countries and tell Osho's followers to fight against the trademarks and copyrights."

Amrit Sadhana of the Osho meditation resort's management team regretted the USPTO ruling saying that it had put Osho "in the same category as computers and tissues". She said that the ruling "has no effect on Osho's copyright which is protected by international treaties around the world."

## RIVAL FACTION REFUSES TO ACCEPT RULING IN OSO CASE

# 'Protected trademark in 40 nations'

Abhay Vaidya, Pune

Reacting to a ruling by the United States Patent and Trademark Office (USPTO), the Pune-based Osho International Meditation Resort said that by describing Osho as "generic", the USPTO had put him "in the same category as computers and tissues".

Resort spokesperson Amrit Sadhana said the decision is appealable in American courts.

She accused the Friends of Osho of "applying to register 'Osho' as a trademark in India for their personal business."

Representing the management team at the meditation resort, Sadhana said for more than 40 years, both during his life and afterwards, the Osho



Foundations "had always acted on Osho's request to protect his name, his copyright and his work and will continue to do so."

## ABOUT OSO

Born as Chandra Mohan Jain in Kuchwada, Madhya Pradesh, Rajneesh (December 11, 1931-January 19, 1990) was known as Acharya and Bhagwan before he adopted the name Osho, meaning oceanic. His discourse Sambhog se Samadhi Tak (Sex to Superconsciousness) at Gowalia Tank, Mumbai, sparked a controversy in the 1960s and the term 'sex guru' stuck to him throughout life. Osho died at his Pune commune a few years after he was extradited from Rancho Rajneesh in Oregon, US, where he had shifted base from Pune. Osho attracted many followers from within and outside India who were captivated by his discourses and meditation techniques.

She maintained Osho continues to be a protected trademark in more than 40 other countries around the world.

Sadhana also said that the

USPTO's ruling "has no effect on Osho's copyright which is protected by international treaties around the world."

## What USPTO said

A trademark or service mark that becomes generic is no longer entitled to protection.

There is no proof that Osho ever used OSO as a trademark.

Evidence was presented of Osho's intention that his followers spread his teachings.

Record supports finding that Osho gave permission to followers to open centres utilising his name to spread his teachings throughout the world.



# LEGALITIES REGARDING OSHO CENTRES WORLDWIDE

## Our Options

Everyone involved in the question of center independence has options. If some people want their center to become essentially a franchise of OIF, Zurich, they have every right to do that. No one is obligated to follow Osho's suggestions to be independent. That's why He called them suggestions, after all. It's equally true that people who don't want their centers to be franchises have a right to choose independence. **No center that wants to be independent can ever be legally controlled by OIF, Zurich.** OIF, Zurich cannot control your center unless you allow it. This is essential to remember.

One issue that always comes up in discussions of this topic is OIF, Zurich's pattern of intimidation, either by threatening to bring lawsuits to claim right they don't own (and know or should know they don't own), or by arranging with the management of the Pune center to have people banned from the Pune center. In the US the crime of extortion is defined as demanding or obtaining property from another through the use of threats, coercion, or intimidation. If OIF, Zurich or individuals in OIF, Zurich are using the threat of banning to try and coerce people to give up valuable legal rights in their nonprofit businesses, that may be a crime. It may also violate other laws related to civil rights, religious freedom, and unfair interference with business relations.

It's essential that this behavior be carefully documented so that appropriate legal action can be taken against both entities and individuals involved. In the questionnaire section there is a questionnaires covering several forms of intimidation. It's very important that anyone who has been banned, or threatened either with a lawsuit or with banning, send in the details of actions or threats so that the whole picture of intimidation practices can be demonstrated. If possible, give both the sannyas and legal names of individuals involved in the intimidation.

This is not just hypothetical; three of the people who testified in the trademark case, Dhanyam at Viha, Suvarna from Boulder OMC, and Satya Priya from Padma OMC in New York have been banned from Pune for testifying. They were all subpoenaed to testify, properly served with subpoenas, and could not legally refuse to testify. There has never been any charge that they testified untruthfully. Instead, Pramod has openly admitted in testimony in the US trademark case to arranging to have them banned simply because they dared to testify at all. Other former members of the Boulder OMC board

were also threatened with banning for the center's refusal to sign a Letter of Understanding and agree that OIF, Zurich owned the rights Boulder OMC had gained by using Osho in the marketplace for many years. In other words, they were threatened with banning for refusing to assign valuable legal rights to OIF, Zurich .

This is why it's essential to collect information so that OIF and the individuals involved know they will be held accountable for their actions. There is also a place on the center questionnaires for centers that have been told they have to stop using Osho's name or stop being an Osho center. Collecting this information is very important.

Whichever option you choose for your center, franchising or independence, you should read the articles below to protect your legal and financial rights.

## **Being an Independent Center**

It's very important that everyone keep in mind that you always have the right to have an independent center. There's nothing OIF, Zurich can ever do to prevent you from doing that.

OIF, Zurich is claiming to own the name of a religious leader/teacher as a trademark and claims that it can prevent others who are legitimately connected to the historical person Osho from using His name in their work. As you can see from the articles on trademarks, this will always be a very difficult argument for OIF, Zurich to make in any country.

Even if by some bizarre decision OIF, Zurich's claim to trademark ownership is upheld in some country, this will still not prevent centers from being independent. This is because trademarks don't control the use of the name of the historical person. So the question becomes, is the use of Osho in a center name a reference to the historical person or a trademark use? You should check with a trademark authority in your country to determine this. You can always change the name of the center in such a way as to make the reference to the historical person more clear, such as, Rabia Meditation Center: Based on the teachings of Osho. A trademark of Osho could never allow OIF, Zurich to prevent you from referring to the historical person. This is why a trademark for "Osho" is unlikely ever to be upheld if the claim is challenged. If the public would have a hard time distinguishing between "Osho" being used as a trademark and "Osho" as a reference to the historical person, then "Osho" can never be an effective trademark for anyone.



As is explained in the trademark section, OIF, Zurich might get a trademark for its own name, Osho International Foundation, and could create any kind of organization, hierarchy, or franchise arrangement that it wants under that mark, as long as the other parties enter into the agreement by consent, not coercion. A trademark for "Osho" could never be a clear trademark for OIF, Zurich as long as there are independent centers that are referring to themselves in relation to the historical person Osho.

As a center choosing independence you have several options:

- The first and most obvious is to refuse to be part of OIF, Zurich's current trademark claim to own "Osho." The first step in doing this to clarify the nature of your center's relationship with OIF, Zurich . If someone at your center signed a document called a Letter of Understanding, it is advisable for you to consult a lawyer about it and about OIF, Zurich's claims that this is a trademark license agreement. If you haven't signed a Letter of Understanding, you might want to clarify your center's relationship with OIF anyway. It's always best to talk to an attorney in your country first.

If you send either of these letters to OIF, Zurich, it would be very helpful if you also email a copy to this site so that the information about who has objected can be gathered in one place. Then, if OIF, Zurich decides to mount a legal attack on any center, that center will have access to information about other independent centers.

- You have the option to bring an action in your country or region (EU) to cancel OIF, Zurich's trademark registrations. This would have the advantage of placing you in the position of taking action and would permanently dispose of the trademark issue in your area. This is the approach that was taken in the US.
- Get pledges for a legal fund. OIF, Zurich may decide to bring a legal action against one of the smallest or less prosperous centers in the hope of setting a legal precedence with a party that is unable to litigate effectively. If the centers and people of the country or region (i.e., the EU) are committed to stand behind any center that is attacked for choosing independence, OIF will be less likely to use this strategy. If it does use it, the joint centers will be prepared to deal with the challenge.

- Provide information. If you read the trademark section of this site carefully you will see that OIF, Zurich has made a whole range of shaky, and sometimes contradictory, claims in the US trademark lawsuit. Having taken those positions, OIF, Zurich is now bound by its story.

It's very important to gather information in one place that can be used in any legal action where OIF, Zurich makes these claims. The questionnaire section of this site has a number of questionnaires that apply to pretty much all sannyasins. If everyone pitches in and answers these questions, then a body of evidence will be waiting for any party that is legally attacked by OIF, Zurich .

A good collection of evidence will make it very, very difficult for OIF, Zurich to ever succeed in a trademark claim anywhere in the world. So, please, take the time to answer a few questions and make sure what you know is available to people who might need it to keep their work independent

## **Being a Franchised Center**

Osho asked that all His centers remain independent for a good reason. He realized that real consciousness doesn't arise out of packaged processes. That's why He spoke scathingly about the idea of registering trademarks for meditation techniques and asked for the centers to remain individual and unique. Nonetheless, if Osho was about anything, He was about freedom. That includes the freedom to make what other people see as mistakes. If you decide to become a franchised center under OIF, Zurich's control and part of an organized spiritual group, then there are some things you should do to protect yourself.

First, you can see from reading the articles on trademarks and the legal organization of the Osho movement, OIF, Zurich currently has no real trademark licenses or franchise agreements. The downside of this is that OIF, Zurich has a hard time proving it has any legal control over anyone. The upside for OIF, Zurich is that since no specifics have ever been agreed to, OIF, Zurich can claim any kind of control it wants. Currently OIF, Zurich is claiming complete control, including the right to claim all profits. (See [What is a Trademark?](#) for quotes from OIF, Zurich.) If you want to be a franchise of OIF, Zurich, then you should negotiate clear terms so that there will be no surprises in the future.

In negotiating terms with OIF, Zurich you should always have a good lawyer in your country, since OIF, Zurich is always represented by counsel who are willing to make questionable claims on OIF, Zurich's behalf (such as the claim to own all of Osho's work). If you aren't represented by competent counsel, you won't stand a chance of getting a fair agreement. Never accept the agreement that OIF, Zurich's lawyers have drafted. This is basic business good sense. Always get your own lawyer to review documents for you.

Your lawyer can tell you what your rights are, the pluses and minuses of entering into a franchise agreement, and the terms you can negotiate. For example, you can define what OIF can control, how OIF, Zurich will exercise control, the amount of money OIF, Zurich can claim as a franchise fee, and how the license can be ended by either party.

If you agree to be a trademark licensee of OIF, Zurich without negotiating clear terms, then you face the possibility that OIF will claim more and more control and money over time. This might be particularly true as the makeup of the OIF board changes, as is inevitable over time.

Value the hard work you've done in setting up and operating a center, know that you don't have to agree to a franchise at all, and then, if you do agree, protect yourself so that you know what to expect in the future.

## **What You Can Do to Help**

There is something anyone who has spent time around Osho can do to help, and that is to provide information. OIF, Zurich's entire claim to own legal rights in the name "Osho" is based a fictionalized history that never really happened. It's essential that the real history of Osho's work be documented so that this baseless claim can never be successful.

It's fine if OIF, Zurich wants to start a church and have franchised centers under an "Osho International Foundation" trademark, as long as they don't claim exclusive rights to "Osho." Many of us may have judgments about that and not agree, but the whole challenge Osho gave us when He named all of us successors was to find a way to hold a space for very different points of view. What isn't fine is for OIF, Zurich to try and force people to submit to OIF, Zurich's control simply because those people are doing work connected to the teachings of the historical person Osho.

We can hold the space for freedom of choice in this situation by gathering evidence about the past and having it available for anyone who is legally threatened or attacked by OIF, Zurich for choosing to maintain an independent center. Please take the time to fill out questionnaires that apply to you and your experiences.

If you know of other people to whom these questionnaires apply, please contact them and ask them to answer the questions. If they aren't computer literate, you could assist them. If we are really interested in "protecting" Osho's work, this is the most effective thing we can do. By gathering information in one place we can prevent OIF, Zurich or anyone else from ever creating a legal organization that attempts to coerce sannyasins and lovers of Osho into a controlled "religion" with dogma, doctrine, priests, and a hierarchy, where all activity has to be approved by the priesthood. This is essentially what OIF is proposing, though it doesn't use that language. See [What is a Trademark?](#) for OIF, Zurich's own statements about the kind of control it wants to enforce against unwilling Osho centers.

**All information provided by  
OFI Osho Friends International Holland  
legal adviser: Ma Deva Sangeet**

**for more details visit  
[www.oshofriendsinternational.com](http://www.oshofriendsinternational.com)**

**spreading osho... not selling osho  
for free osho  
offered by swami rajneesh  
[www.oshorajneesh.com/o.htm](http://www.oshorajneesh.com/o.htm)**

spread this information worldwide to all sannyasins and osho centers  
so they become aware of the legal facts to osho copyrights and to osho trademarks  
and to their legal rights as osho centers worldwide